



Public Comment SIGN IN SHEET

July 19, 2016 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	BDS GRAVES	ONE-TONE CONTRACT
2	Eusebio Cornelios	Recall - please see you there
3		
4	Ben Turitzky	Fall Creek & MOW
5	Gerry Nichols	2016 - 22
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Council Chairman and Council Members

I have two separate items to talk about tonight.

First is a big Thank You shout out to the Sherriff and his Department for the way they have handled Fall Creek Landing during the 4th of July Holiday. There were officers there all day and they maintained a safe and non-overcrowded situation. I am pretty certain that some cars simply turned around when they saw a line and police cars. I have given you a photo of the sign made by Duke Energy and posted at the entry to the trail leading out to the point where people swim across to Jumping Off Rock. It may do some good but, as we have said for quite some time, you need to put a not too long range plan in place to lease this access area, to stop the drinking, fighting, drug running and God knows what else that goes on up there during the day and when people sleep overnight. I hate to say it but you and Duke Energy are spending quite a bit on money on a band aid.

The second item involves something that goes back to a presentation made by Duke Energy during the Relicensing about an MOU (Memo of Understanding). I don't know why the Council was against entering into such and would suggest that you consider doing it. One example of an issue that will not become an issue is the Oconee County Buffer and the Duke Energy Boundary Lines around the lake which are 800', 804', 805', 810' AMSL and maybe more. Confusion in builders doing the final landscaping could be eliminated if you were working together at the beginning of a building project if an MOU was in place. Thanks for your time

ATTENTION

DROWNINGS HAVE
OCCURRED IN THIS AREA
IF YOU CAN NOT SWIM
DO NOT GET IN



ALWAYS WEAR
A LIFE JACKET

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-21

AN ORDINANCE TO APPROVE THE AWARD OF RFP #15-14 TO ONETONE TELECOM, INC. AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NETWORK MASTER AGREEMENT BETWEEN OCONEE COUNTY AND ONETONE TELECOM, INC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease property and to make and execute contracts; and,

WHEREAS, the County has deployed and currently operates and maintains a middle-mile fiber optic communications network throughout the County (the “Network”), administered as a separate department of the County known as “Oconee FOCUS”; and

WHEREAS, the Network was built with federal grant funds under the National Telecommunications and Information Administration (“NTIA”) Broadband Technology Opportunities Program (“BTOP”), along with state and local matching dollars, to achieve certain community goals associated with the terms of the grant issued by NTIA (Award No. NT10BIX5570117); and,

WHEREAS, the County seeks to leverage private-sector expertise and investment to build upon the County’s success, maximizing the economic-development potential of the County’s Network assets and providing continued investment and market development to support the long-term sustainability of the Network; and

WHEREAS, the County published a Request for Information and a Request for Proposals (RFP #15-14) seeking private sector-service providers that could expand the Network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP award; and

WHEREAS, along with other companies, OneTone Telecom, Inc. (“OneTone”) submitted a response to RFP #15-14; and

WHEREAS, the County reviewed all submissions and determined that OneTone Telecom, Inc. could best meet the County’s objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community; and

WHEREAS, the County and OneTone desire to enter into a Network Master Agreement to effect a transfer of overall Network management obligations and benefits from the County to OneTone. As part of such transfer, the County desires to lease Network assets to OneTone, in exchange for payment by OneTone of a lease fee and other consideration.

WHEREAS, during the Oconee County Council meeting of April 19, 2016, the County Council voted to approve the conditional award of RFP #15-14 to OneTone Telecom, Inc. and to authorize the County Administrator to negotiate a Network Master Agreement to be brought back before the County Council for final approval.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Network Master Agreement Approved. The Network Master Agreement attached hereto as **Exhibit "A"** is hereby approved, and the Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Network Master Agreement in the form attached hereto, or with such non-substantive changes that are not materially adverse to the County, as the Chairman of County Council and/or the County Administrator, as applicable, upon advice of counsel, may approve.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Network Master Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

By:

Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:

Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: June 21, 2016
Second Reading: July 19, 2016
Public Hearing:
Third Reading:

Exhibit A

Exhibit A

Subject to NTIA Review / Approval

NETWORK MASTER AGREEMENT

THIS NETWORK MASTER AGREEMENT (“Master Agreement” or “Agreement”) is entered into on _____, 2016 between Oconee County, a public body, corporate and politic, of the State of South Carolina ("Oconee County" or "the County"), 415 S. Pine Street, Walhalla, SC 29691, and OneTone Telecom, Inc. a [type of entity] organized under the laws of _____, with principal offices located at _____ ("OneTone"), each a "Party" and together, the "Parties."

RECITALS

1. Oconee County has deployed and currently operates and maintains a middle-mile fiber optic communications network throughout the County, administered as a separate department of the County known as “Oconee FOCUS” (“Network”).
2. The network was built with federal grant funds under the NTIA Broadband Technology Opportunities Program (“BTOP”), along with state and local matching dollars, to achieve certain community goals associated with the terms of the grant issued by the National Telecommunications and Information Administration (Award No. NT10BIX5570117).
3. The County seeks to leverage private-sector expertise and investment to build upon the County’s success, maximizing the economic-development potential of the County’s network assets and providing continued investment and market development to support the long-term sustainability of the network.
4. The County published a Request for Information and a Request for Proposals (RFP #15-14) seeking private sector-service providers that could expand the network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP Award.
5. OneTone Telecom, Inc. (“OneTone”) duly submitted a response to RFP #15-14.
6. The County reviewed all submissions and determined that OneTone Telecom, Inc. could best meet the County’s objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community.
7. The County and OneTone have negotiated this Master Agreement to effect a transfer of overall Network management obligations and benefits from the County to OneTone.
8. As part of such transfer, the County desires to lease Network assets to OneTone, in exchange for payment by OneTone of a lease fee and other consideration specified herein.

1. Table of Exhibits Made Part of this Agreement

- Exhibit A: Description of Leased Network Assets**
- Exhibit B: SDOC, County, CAI, and Fire Station Sites**
- Exhibit C: OneTone RFP Response**
- Exhibit D: SDOC Fiber**
- Exhibit E: Payment Schedule**

2. Definitions

- 2.1. “Agreement” means this Master Agreement, and any and all Exhibits, Addenda, and Attachments thereto to which the Parties may agree from time to time and which reference this Master Agreement.
- 2.2. “Assets” means the Network-related assets administered by Oconee FOCUS, including fiber optic cable, associated electronic equipment, physical facilities and appurtenances comprising the Network; interest in IRUs and other Network-related agreements to which the County is a party; easements and other rights of access; and other material, software, Authorizations, services, claims, receivables, and accounts of the Network currently owned by or owed to Oconee County. Exhibit A sets forth physical Assets exceeding \$5,000 in value, but Assets shall also include items of less than \$5,000 in value otherwise meeting this definition.
- 2.3. “Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.4. “Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of Network Assets and appurtenances, whether imposed by a governmental authority or a private entity.
- 2.5. “Award” means the 2010 BTOP award issued by NTIA to the County, designated Award # NT10BIX5570117.
- 2.6. “BTOP” means the Broadband Technology Opportunities Program of the NTIA.
- 2.7. “Community Anchor Institution” or “CAI” means schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, the unemployed and the aged.
- 2.8. “Effective Date” means the date upon which this Agreement is executed by the second and final signatory.

- 2.9. “Federal Interest” means the federal government’s ownership interest in real or personal property, whether tangible or intangible, that is acquired or is improved, in whole or in part, with funds from the Award.
- 2.10. “Lease” means the County’s lease of Network Assets to OneTone, pursuant to this Agreement.
- 2.11. “Network” means the fiber optic communications network in Oconee County currently operated and maintained by Oconee FOCUS and constructed with federal financial assistance under the Award (as well as state and local matching funds) as improved and maintained by OneTone under the terms of this Agreement.
- 2.12. “NTIA” means the U.S. Department of Commerce’s National Telecommunications and Information Administration.
- 2.13. “Oconee FOCUS” or “FOCUS” means the County department tasked with executing the Award and administering the Network.
- 2.14. “RFP” means the Request for Proposals # 15-14 issued by Oconee County, entitled “Lease and Operation of Fiber Network Assets and Services for Oconee County, South Carolina.”
- 2.15. “RFP Response” means OneTone’s written submission to the County in response to the RFP (Exhibit C) upon which the County relied in selecting OneTone and proceeding to negotiate this Agreement. The RFP Response is made part of this Agreement. In the event of a conflict between the RFP Response and the terms of this Agreement, the terms of this Agreement shall control.
3. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until 11:59 p.m. on the 20th anniversary thereof (“Term”).
4. **Lease of Network Assets.** As of the Effective Date, the County grants an exclusive leasehold interest to OneTone in Network Assets for the term and fees set forth below.
- 4.1. **Lease Term.** The leasehold interest granted to OneTone shall continue for the duration of the Term or, if the useful life of an Asset is shorter than the Term of this Agreement, for its useful life. Upon the end of an Asset’s useful life, title in such Asset will be deemed to transfer from the County to OneTone. Notwithstanding the foregoing, OneTone will pay the full Lease Fee for the duration of the Term as set forth in Section 4.2 below and Exhibit E.
- 4.2. **Lease Fee.** In exchange for the lease of Network Assets, and for other consideration, OneTone will pay to the County lease fees for 19 years, totaling \$6,300,001 over the Term, commencing with an initial down payment of \$200,000.00 due upon September 1, 2016, or the Effective Date (whichever is later) and a \$1.00 payment at the end of the Term. The lease fees are outlined in Exhibit E.
5. **Transition Period**
- 5.1. The Parties will cooperate, work in good faith, and use commercially reasonable efforts to effect a smooth and prompt operational and management transition of the Network from the County to OneTone. Upon the Effective Date, OneTone will assume all operational, management, and maintenance obligations under this Agreement, including billing & collections. For 120 days

following the Effective Date (“Transition Period”), the County will assist OneTone in the transition, during which the County will perform managerial, operational, and administrative tasks necessary for continuity of service or other essential purposes. To the extent such assistance is not otherwise specified as a County obligation under Section 7 of this Agreement, the County may invoice OneTone for the cost of such assistance. OneTone will assume responsibility for, and hold the County harmless with regard to, County Network activities undertaken during the Transition Period.

- 5.2.** During the Transition Period, the County will not attempt to (1) enter into any new dark fiber lease or IRU, (2) add any new customer(s) unless mutually agreed by the Parties, nor (3) undertake any substantial expansion or capital expenditure relating to the Network without the consent of OneTone.

6. Obligations of OneTone

6.1. Network Management

OneTone will perform Network management tasks substantially as set forth in the OneTone RFP Response. Without limitation, and as may be more specifically described in other written communication between the Parties from time to time, OneTone will:

- Manage the day-to-day operations of the Network;
- Monitor and maintain the Network according to generally accepted engineering standards in the communications industry, as set forth in the RFP Response;
- Engineer, design and manage Network collocation facilities;
- Manage Network engineering and deployment;
- Expand the Network, as set forth in Section 6.4 of this Agreement;
- Implement system improvements meeting or exceeding industry standards and ensuring that the Network remains a state-of-the-art, up-to-date communications facility;
- Ensure optimum reliability;
- Acquire and maintain adequate electrical power systems.

6.2. Services to Schools, County, and CAIs

6.2.1. Services to School District of Oconee County

6.2.1.1. OneTone will provide to each of the School District of Oconee County (“School District” or “SDOC”) sites as set forth in Exhibit B, without interruption, 10 Gbps Metro Ethernet WAN and 1 Gbps Direct Internet Access services (except for the Hamilton Career Center Shop, which currently receives 1 Gbps Metro Ethernet), as currently provided to such sites by Oconee FOCUS, and will do so for the duration of the existing contract between the School District and Oconee County, the obligations and benefits of which OneTone will assume.

6.2.1.2. For purposes of the federal Schools and Libraries Program (E-Rate), on or about the Effective Date, OneTone will take steps necessary to cause the FOCUS SPIN (and all obligations and benefits conferred thereby) to be transferred to OneTone, or any other appropriate measures to ensure uninterrupted and ongoing SDOC receipt of E-Rate support. So long as OneTone diligently pursues the E-Rate transition, the County will provide assistance to OneTone to accomplish the transition while

ensuring continuity of service for SDOC, notwithstanding the 120 day Transition Period described in Section 5.1.

- 6.2.1.3. OneTone will offer to continue the services described in Section 6.2.1.1 to the School District (including any additional School District sites) following the current term with no increase in current rates, for the duration of the Term. Payment amounts may increase if the School District requests a service level increase. Nothing in this section shall preclude OneTone from offering a service level increase, lower rates, or both, to the School District.
- 6.2.1.4. Notwithstanding Section 6.2.1.3, all services offered by OneTone to SDOC shall be at a rate at least 5 percent below the market rate for comparable services in the Atlanta metropolitan area. In the event OneTone services are not made available at such below-market rates, OneTone shall promptly offer each affected SDOC site access to four strands of fiber, substantially as set forth in Appendix M of the RFP and Exhibit D of this Agreement, and rack space at the NOC sufficient to activate and operate such fiber. OneTone will not charge a use fee, installation charge, or any other charge or fee relating to use of fiber or rack space under this subsection. OneTone may require reimbursement of OneTone's actual costs relating to fiber construction and splicing, if any such construction or splicing is necessary to provide access to fiber and rack space under this subsection. OneTone will maintain such fiber strands in the same manner and to the same extent as Network fiber leased to OneTone.
- 6.2.1.5. OneTone will use its best efforts to identify and implement a plan for SDOC connectivity to Internet 2, taking into account School District needs, timeframes and cooperation.
- 6.2.1.6. *Additional School Sites.* The expense of connecting an additional school location, including construction and electronics, will be the responsibility of the School District, not OneTone, and will be provided by OneTone at its cost. Services will be offered to an additional school location at the same cost and quality as generally available to other School District sites.

6.2.2. Services to County Locations

- 6.2.2.1. During the Term, OneTone will offer to all Oconee County government locations connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:
 - 100Mbps transport
 - 150Mbps Direct Internet Access (to Walhalla server room)
 - Redundant circuit for failover
 - GPON
 - Maintenance: customer support, equipment maintenance and fiber maintenance
- 6.2.2.2. The expense of connecting an additional County location, including construction and electronics, will be the responsibility of the County, and will be provided by

OneTone at its cost. Services will be offered to an additional County location at the same cost and quality as generally available to other County locations.

6.2.3. Services to Community Anchor Institutions

6.2.3.1. *Community Anchor Institutions.* During the Term, OneTone will offer to Community Anchor Institutions connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:

- 30 Mbps symmetrical (30x30) GPON
- Maintenance: support, equipment, DIA, and fiber maintenance costs

6.2.3.2. *New CAI Connections.* OneTone will make available the services and pricing terms described above to all CAIs within Oconee County, provided, however, that OneTone is under no obligation to incur uncompensated costs of connections to such sites (including but not limited to fiber optic construction).

6.2.3.3. *Fire Stations.* OneTone will continue the provision of no-cost transport and Internet connectivity up to 100Mbps GPON to each fire station in the County (set forth in Exhibit B), in exchange for access to fire station facilities.

6.3. Assumption of Existing Contracts

6.3.1. *ISPs and Other Network Customers.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, OneTone will honor and assume (as of the Effective Date) all current, written and executed County contracts with existing Network customers to provide transport, Internet access, server hosting, maintenance, IRUs, and any other Network services as specified in such contracts. Such customers will continue to receive service from OneTone with no interruption in service. The County will assign all current, written and executed customer contracts to OneTone, including payment terms, effective as of the Effective Date.

6.3.2. *Service and Support Contractors.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, OneTone will honor and assume (as of the Effective Date) all existing Network service and support contracts for the duration of the current contracts. The County will assign all Network service and support contracts to OneTone, including payment terms, effective as of the Effective Date.

6.4. Network Expansion

To facilitate the development of last mile services in the County and surrounding areas, OneTone will make capital investments for Network infrastructure expansion totaling no less than \$1,000,000 over the first three years of the Term, as described in this subsection. OneTone acknowledges that expansion of the Network is a material obligation under this Agreement, and that a failure to make timely capital investments, or failure to do so in a manner that demonstrably corresponds to fiber or wireless Network expansion (as set forth below), shall amount to a breach of this Agreement. At the County's request, but no more than four times per calendar year, OneTone shall promptly provide an itemized statement specifically describing its capital expenditures made and planned pursuant to this subsection.

If required by market conditions, and to facilitate OneTone's flexibility to meet the overall Network expansion objectives of the County, One Tone may shift expenditures among the categories set forth below so long as the total \$1,000,000 investment is made within the first three years of the Term.

6.4.1. *Fiber Expansion.* In each of the first two years following the Effective Date, OneTone will provide \$200,000 in capital for direct fiber construction for the purpose of expanding last-mile FTTH/FTTB services and GPON and Metro E connections, totaling no less than \$400,000. OneTone's investment may be in the form of support for fiber construction to targeted clusters of residences (such as housing projects) and businesses. The fiber expansion shall be supported by sales and marketing activities as set forth in Section 6.5.2. If agreed to in writing by OneTone and the County Administrator, OneTone's investment may also be in the form of discounted service provided under special contracts at non-standard rates to targeted residential customers or business customers as described in this Section or to strategic customers as described in Section 6.4.3 ("large industry customers and large medical and educational institutions"). The value of any such discounted service shall be calculated as the difference between OneTone's standard, retail rate to serve a similarly situated customer and the total compensation received by OneTone from any source for providing the discounted service. That value, projected over the term of the special contract, shall be counted toward OneTone's investment obligation in this Section or in Section 6.4.3, as applicable.

6.4.2. *Wireless Expansion.* OneTone will further develop last mile wireless services to residences and businesses, and will complete a three-layer footprint across Oconee County, substantially as described in the RFP Response. OneTone will invest no less than \$300,000 within the first three years following the Effective Date to complete layer two and begin layer three, including fiber deployment for gap filling and service to towers.

6.4.3. *Strategic Fiber Investments; Strategic Customers.* OneTone will invest no less than \$300,000 within the first three years of the Term to deploy strategic fiber and other network infrastructure to assist in the development of carrier-to-carrier arrangements; to reach and serve large industry customers and large medical and educational institutions; to obtain a redundant path for DIA access, and similar purposes.

6.5. Services Offered; Sales & Marketing; Customer Service

6.5.1. *Services Offered.*

Upon the Effective Date, OneTone will offer the following services:

Direct Fiber Services:

- Wholesale transport and DIA
- GPON and Metro Ethernet services to residences and businesses
- Protected circuits to data centers, cell towers, schools, and neighboring counties
- Point-to-point services

Wireless Services:

- Residential and business
- Point-to-point

Voice Services:

- Wholesale and retail interconnected VoIP services

Rack Space:

- One (1) full rack with electrical power at the Seneca NOC for School District and County (upon Effective Date)

Redundant Connections:

- Wireless backup services for businesses

Email Services:

- Wholesale and retail email services

In addition, OneTone will use its best efforts to offer the following services within three years of the Effective Date:

Video Services:

- Activation of video head-end providing full IPTV, including local broadcast and premium channels
- Augmented bandwidth for customers, so that video service does not impact Internet bandwidth.

Rack Services:

- Open rack services for commercial co-location, with redundant power, AC and connectivity

Data Services:

- Data services including backup, disaster recovery, SAN, and NAS

Hosting:

- Full PC, server and network support
- Full (virtual) server hosting, data hosting, web hosting, etc.
- Offered as a direct service to end customer, and as a wholesale service

6.5.2. *Sales & Marketing.*

6.5.2.1. OneTone will execute a strategic sales and marketing plan with a local sales force, substantially as described in the OneTone RFP Response. In particular, a local sales team will focus directly on last-mile fiber construction and services, targeting neighborhoods and business clusters located close to existing and newly constructed fiber routes.

6.5.2.2. OneTone will market its Network services through multiple means, with tracking capabilities and the flexibility to adjust to successful campaigns. Marketing tactics may include but are not limited to radio spot advertisements, print, billboards, community based programs, door hangers, and other means substantially as described in the OneTone RFP Response (pp. 35-36).

6.5.2.3. OneTone will target strategic customers. For example, OneTone will pursue connections to connect university labs in Oconee County, and will continue discussions with major telecommunications companies concerning service to cell phone tower locations in Oconee County.

- 6.5.3. *Customer Service.* OneTone will provide Tier 1 and Tier 2 customer support for direct fiber and wireless broadband residences and small businesses through its local call center. Allowing for a reasonable transition period during which OneTone will integrate FOCUS systems, OneTone will provide Tier 1 and Tier 2 support for current FOCUS customers.

6.6. Economic Development

OneTone acknowledges that local economic development is a critical objective of the Award, the Network, and this Agreement. OneTone will be an active participant in the Oconee County Economic Development Alliance and will meet with Alliance personnel periodically to refine objectives, track progress, share opportunities, and adjust strategies relating to economic development and the Network, as the parties may agree. OneTone will aggressively pursue the location of tier 2 data centers to the County.

6.7. BTOP/NTIA Programmatic Requirements

- 6.7.1. *Generally.* OneTone will comply with all BTOP / NTIA operational requirements concerning those portions of the Network funded in whole or in part through the Award, for which OneTone assumes all federal, state, and other funding conditions, except that Oconee County will continue to be responsible for any ongoing reporting to NTIA, as required under the Award. OneTone will promptly comply with all County requests for information relating to required reporting under the Award. OneTone will discuss with the County, and will obtain the County's approval, prior to any substantial decision or change in operation, strategy or practice relating to any BTOP / NTIA -related regulation, obligation or objective. Representative NTIA and BTOP requirements and restrictions were set forth in Appendix C of the County RFP. OneTone acknowledges that it has reviewed, and agrees to abide by, all BTOP applicable requirements, except as otherwise provided in this Agreement.

6.7.2. Open Access: Interconnection, Collocation and Wholesale Service

- 6.7.2.1. *Interconnection and Collocation.* OneTone will provide access to BTOP-funded facilities at any technically feasible and secure point along the Network (without exceeding current or reasonably anticipated capacity limitations). Rates and terms for interconnection will be reasonable and nondiscriminatory. OneTone will negotiate in good faith with all requesting parties making a bona fide request for interconnection or wholesale services.
- 6.7.2.2. *Wholesale Services.* OneTone will provide wholesale communications services on reasonable, non-discriminatory rates and terms to qualified, credit-worthy carriers through the Oconee County area. Provisioning, installation, and repair/maintenance timeframes will be consistent with industry standards and practice.
- 6.7.2.3. *Response Time.* OneTone will respond to requests for interconnection, collocation or wholesale service within a reasonable period of time.
- 6.7.3. *Federal Interest.* OneTone recognizes that the federal government through NTIA holds a lien known as the "federal interest" on all of Assets funded through BTOP for their useful lives under the terms under which the Assets were funded. Useful life periods for certain Assets are included in Exhibit B.

6.8. Communication with County. OneTone shall promptly and comprehensively respond to all County requests for information relating to Award compliance and other Network-related matters.

6.9. Compliance with Law and Regulation.

6.9.1. OneTone shall comply with all federal, state and local laws and regulations concerning services provided by OneTone using the Network. After the Effective Date, the County shall bear no responsibility whatsoever for regulatory actions – enforcement-related or otherwise – relating to OneTone’s use of the Network to provide services, or for compliance obligations incurred by OneTone through its use and management of the Network. For example, upon the Effective Date or within a reasonable period thereafter, consistent with federal guidelines, OneTone will update and will be responsible for all prospective regulatory filings required to be made to the federal Universal Service Administrative Company (USAC) for the Universal Service Program, the E-Rate program, and for federal, state or local regulatory purposes. Except to the extent that OneTone’s actions may have contributed to any loss, damage, injury or claim initially arising from Network-related County activities undertaken prior to the Effective Date, the County will remain responsible for Network-related County activities undertaken prior to the Effective Date.

6.9.2. Upon request by the County, OneTone shall promptly provide written evidence that it is in compliance with this section.

6.9.3. OneTone will cooperate with the County in preparing and executing any security or financing documents that may be made necessary (or deemed advisable by the County) by virtue of this transaction, such as UCC financing statements or other instruments.

6.10. Other Obligations of OneTone

6.10.1. Redundant Backbone Connection

OneTone will establish a secondary, redundant Internet connection as soon as commercially practicable.

6.10.2. FirstNet

OneTone will attempt to partner with FirstNet and will use its best efforts to elevate Oconee County to the top of the list of FirstNet project deployments.

6.10.3. Employment of FOCUS Staff

OneTone may negotiate with and offer employment to existing FOCUS staff.

6.10.4. Other Activities Described in RFP Response

OneTone shall use commercially reasonable efforts to undertake all other activities described in the RFP Response.

7. Obligations of Oconee County

- 7.1. Additional Approval.** OneTone understands and agrees that certain actions necessary to effect the terms of this Agreement, including the County's obligations herein, may require additional approval by the governing body of the County. Such actions may include, but are not limited to, the purchase, lease, and/or sale of property made necessary by the provisions contained herein – for example, potential transactions necessary to satisfy the obligations contained in Sections 7.3 and 7.4.
- 7.2. Assignment of Existing Customer Agreements.** Upon the Effective Date, the County will assign its existing customer agreements to OneTone, and OneTone will assume all such customer agreements, including payment terms, for the duration of their contracts or until those customers elect to enter into different contracts with OneTone.
- 7.3. Wireless Siting on County-Owned Facilities.** In exchange for fiber and wireless connectivity provided by OneTone to County government, schools, law enforcement, medical, public safety, emergency management and other CAIs at no cost, or at significantly discounted cost, the County will in good faith work with OneTone to facilitate the location of wireless equipment on County-owned facilities, where government guidelines and policies would allow, and subject to the execution of appropriate siting agreements and permits. Refusal by the County to approve a wireless siting request for reasons of health, safety and welfare or specific government guidelines and policies shall not affect OneTone's obligation to provide service as described in this Agreement.
- 7.4. NOC Relocation.** The County will pay costs and manage work associated with relocation and reconfiguration of the Walhalla and Westminster NOCs. The County will also update the UPS at the Seneca NOC. The County will use its best efforts to complete such work by September 31, 2016. OneTone shall be responsible for electric power serving the NOCs following the relocation and reconfiguration.
- 7.5. Fire Station Hub Sites.** The County will either (i) obtain written permission from fire station personnel granting OneTone unfettered 24x7 access to an existing Network hub on fire station property designated in Exhibit B (subject to reasonable security requirements, including background checks, identification of personnel and vehicles, and the like), or (ii) pay costs and manage work associated with relocation and reconfiguration of the fire station Network hubs. The County will use its best efforts to complete such work by September 31, 2016. The work includes relocation of the hubs into a hut near each fire station to enable unfettered 24x7 access to such hut by OneTone and ensuring that each fire station hub site is equipped with a generator. OneTone shall be responsible for the cost of electric power to serve any huts and hubs located on fire station property not within a fire station building.
- 7.6. BTOP Award Reporting and Oversight.** The County will remain primarily responsible for all reporting and compliance obligations associated with the BTOP Award. The County will obtain all necessary approvals from NTIA required for execution of this Agreement and a subsequent lease agreement between the Parties. As set forth in Section 5, OneTone will promptly respond to all County requests for information relating to the County's Award compliance obligations.
- 7.7. Other County Obligations**

In addition to obligations described elsewhere in this Agreement, the County will:

- Permit OneTone to access and use current FOCUS Network equipment, tools, supplies and assets to the extent necessary to permit OneTone to perform its obligations under this Agreement.
- Provide to OneTone all FOCUS Network-related documentation, records, programs, facilities, historical invoice books, accounting documents, vendor lists, etc (privileged and protected documents excluded).
- Provide electronic authorization as needed to access all FOCUS systems (links, IDs, passwords, etc.), with appropriate measures taken to protect privacy and the security of County systems.
- Provide access to all GIS created Network maps.
- Dedicate FOCUS staff to work with OneTone employees to effect a smooth transition during the transition period.
- Facilitate access to Tom Asp of CTC to understand the FOCUS business model, pricing, and other CTC-created documentation. Work performed at the instruction of OneTone by Mr. Asp, CTC, and/or other consultant(s) shall be payable solely by OneTone.
- Provide assistance from the County Road Department with regard to policies and procedures for gaining access to public rights of way.
- Use best efforts to obtain up to four (4) railroad crossings for closing fiber connection gaps above the Westminster NOC. The exact locations of the permits will be identified by August 31, 2016. Unless the Parties agree otherwise, the applications for permits will be filed no later than 18 months following identification of exact locations. OneTone will complete construction in the crossing within the timeframe specified in the permit.
- Provide reasonable ongoing assistance from the County GIS Department for Network-related purposes.
- Direct work and pay expenses to address the known FOCUS Network handhole splicing issues located at handhole ID 045HH020, and Facility ID Anchor 116.
- Extract as-built data from Televent and work with OneTone to convert management software during the transition period.

8. Mutual Release of Liability

The Parties understand, to the best of their knowledge, that OneTone bears no outstanding liabilities to the County, and is not subject to any current claims by the County. Notwithstanding the foregoing, and for the consideration noted herein, the County hereby releases OneTone from any such claims or liabilities that may arise from activities undertaken prior to the Effective Date of this Master Agreement.

The Parties understand, to the best of their knowledge, that the County is not subject to any outstanding liability, legal claim, or regulatory enforcement action relating to the Network, whether arising in the past or the future. Notwithstanding the foregoing, OneTone will hold harmless, indemnify and defend the County in any such action brought after the Effective Date, as further described in Section 13 (Indemnification).

9. Default and Remedies

- 9.1.1. Default by OneTone. Except for Force Majeure events, if OneTone fails to perform its obligations under the terms of this Agreement, the County shall inform OneTone of its default in writing, after which OneTone will have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, the County may agree to extend the time for OneTone to cure for a reasonable period of time, provided that OneTone acts diligently to effect a cure, and such period does not exceed ninety (90) days.

Following the cure period, or upon notification of OneTone's insolvency or filing of a petition for bankruptcy, the County may terminate this Agreement and may pursue any remedy available to it under law or equity, and shall have the right to reclaim possession of the Network. Such reversion of the Assets may, at the County's discretion, include any improvements, additions or replacements to the Network funded by OneTone, for which the County shall compensate OneTone at the lower of the cost or the fair market value, as determined by an independent valuation procured by the County. Maintenance and repairs in the ordinary course of business will not be considered new improvements, additions or replacements.

9.1.1.1. Notwithstanding the foregoing, if the default by OneTone is in the nature of a payment missed due exclusively to acts or omissions of a third party, or of third parties, over which OneTone has or had no control, County will allow the missed payment to be made in the following year or spread throughout the remaining years of the Term.

9.1.2. Default by the County. In the event the County fails to perform its obligations under the terms of this Agreement, OneTone will inform the County of its default in writing, at which time the County shall have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, OneTone may agree to extend the time for the County to cure for a reasonable period of time, provided that the County acts diligently to effect a cure, and such period does not exceed ninety (90) days. Following the cure period, the OneTone may terminate this Agreement and may pursue any remedy available to it under law or equity.

10. County's Right of First Refusal.

10.1. Generally. OneTone agrees that within the Term it will not attempt to transfer any material interest that it acquires under this Agreement, or file a petition for insolvency or bankruptcy, without first having given the County one hundred eighty (180) days prior written notice of its intention to do so. OneTone agrees that the County will have a right of first refusal to claim any such interest. Should OneTone attempt to transfer any Network improvement, the County shall also have a right of first refusal with respect to that improvement. Any transfer, assignment, or other conveyance of a material interest acquired by OneTone under, or growing out of, this Agreement is subject to all terms and conditions contained herein, and OneTone will ensure that any transferee, assignee, or other recipient of a material interest conveyed by OneTone assumes all obligations of OneTone contained in this Agreement in a manner satisfactory to the County.

10.2. Compensation. Except as provided in Section 10.3 the County may claim the interest for an amount equal to the fair market value of the interest in question (as confirmed by an independent appraisal procured by the County, taking into account the offer received by OneTone). If the transfer includes an interest granted to OneTone under this Agreement, the amount shall be reduced by the total amount of Lease payments yet to be paid to the County by OneTone (the unpaid market value of FOCUS assets).

10.3. Default, Insolvency or Bankruptcy. If the proposed transfer is based upon default of lease terms or under a petition for insolvency or bankruptcy, consistent with Paragraph 9 of this Agreement, the County may reclaim the interest in question, and to the extent such interest includes any improvements, additions, or replacements that OneTone has made to the Network, the County shall compensate OneTone for the lower of the cost or the fair market value of such

improvements, additions, or replacements, as determined by an independent appraisal procured by the County.

- 10.4. Process.** Within thirty (30) days of a written notification and request for information by the County, OneTone shall provide all information requested by the County in order to make an informed decision as to whether to exercise these rights. Within sixty (60) days following provision by OneTone of all requested information, the County will notify OneTone whether it does or does not choose to exercise these rights.

11. Surety For Continued Operation

At the County's request, OneTone will post sufficient surety to maintain and operate the Network for one hundred eighty (180) days, which may be redeemed by the County in the event OneTone defaults or cannot or will not continue to operate, manage, and maintain the Network as set forth in this Agreement. If the County is unable to identify and reach agreement with a substitute provider during the period covered by the bond, OneTone shall continue to operate the Network, under an employment agreement, until a replacement operator is found.

12. Assignment

An assignment by OneTone is subject to Award conditions, and OneTone may not assign its rights under this Agreement without the prior written consent of Oconee County, which consent the County shall not unreasonably withhold, condition, or delay. Any such assignment shall be subject to the provisions of Section 10 (County's Right of First Refusal). Nothing in this Agreement shall limit Oconee County's right to assign its rights and obligations under this Agreement. In the event of an assignment by either Party, the assigning Party shall cause the assignee to assume all of the rights and obligations of the assigning Party.

13. Indemnification

- 13.1.** OneTone will indemnify, defend, protect and hold the County harmless from and against any liability arising out of any claims, suits, actions, damages, losses, fines, judgments, costs and expenses brought after the Effective Date relating to the Network.
- 13.2.** To the extent permitted by law, OneTone, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the County and its directors, officers, directors, employees, agents, successors, and assigns ("Indemnified Persons") harmless from and against any liability arising out of any claims, suits, actions, damages, claims, losses, fines, judgments, costs and expenses (including reasonable attorneys', accountants', experts' fees) of any kind or character (collectively "Claims") incurred by any Indemnified Persons (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arise on account of the negligent acts or omissions of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers' Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual, or other relationship between such claiming party and the Indemnitor, as it relates to the obligations described in this Agreement. An Indemnitor's obligations under this section shall not apply

to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

14. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

15. Insurance

During the term of this Agreement, OneTone shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, with Two Million Dollars (\$2,000,000) umbrella coverage. OneTone shall name the other County, including its officers, employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. OneTone shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of South Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the County upon request.

The County will carry insurance as required by law as a political subdivision of the State of South Carolina.

16. Confidentiality

16.1. In General

a. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement, unless the information is subject to disclosure pursuant to the South Carolina Freedom of Information Act (§ 30-4-10, *et seq.*), or similar legal requirement. Proprietary Information includes proprietary or confidential information disclosed by either Party to the other for the purposes hereunder that is clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, lawfully obtained from third parties, or that is required to be disclosed under applicable public records laws. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.

b. If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

16.2. Survival

The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

17. Intellectual Property

Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now, or later owned or controlled by either Party, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, service marks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

18. Relationship of the Parties

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between Oconee County and OneTone, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless otherwise specifically provided for in this Agreement or expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. Oconee County and OneTone, in performing any of their obligations hereunder, shall be independent Parties and shall discharge their contractual obligations at their own risk.

19. Taxes

Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from, the performance of this Agreement. OneTone reserves the right to pass through to a OneTone customer any and all fees payable by OneTone relating to the federal Universal Service Fund or other government mandated fee, surcharge, or tax, which shall be designated as such in a separate line item on customer billing statements and which shall be payable by customer.

20. Representations and Warranties

20.1. By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a party, or (iv) any instrument to which such Party is or

may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

20.2. DISCLAIMER OF WARRANTY

GENERAL DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OCONEE COUNTY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE OR FACILITY PROVIDED UNDER OR DESCRIBED IN THIS AGREEMENT, OR AS TO ANY OTHER MATTERS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

21. Force Majeure

21.1. Force Majeure Events

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"), *provided* that the obligation of OneTone to pay Oconee County a lease fee as provided in this Agreement shall be not be diminished by a Force Majeure Event for a period of three months following the commencement of the Force Majeure Event.

21.2. Response to Force Majeure Events

A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

21.3. Suspension Pending Force Majeure

The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

22. Bankruptcy and Insolvency

Upon the occurrence of a bankruptcy or insolvency condition described below, the County may terminate this Agreement, may exercise its right of first refusal described in Section 10, or may proceed under the default procedures described in Section 9:

- a. OneTone commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws;
- b. any person commences an involuntary case against OneTone under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- c. a court of competent jurisdiction appoints, or OneTone makes an assignment of all or substantially all of the Assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for OneTone or all or substantially all of its assets; or
- d. OneTone fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

23. Notices

All legal notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to Oconee County:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

[Legal Counsel]

If to OneTone:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

24. Applicable Law

This Agreement will be governed, and construed in accordance with the laws of the State of South Carolina, without regard to any conflicts of law provisions that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Oconee County, South Carolina.

25. Miscellaneous

- 25.1. Headings.** Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.
- 25.2. Severability.** If any provision of this Agreement is illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 25.3. Grammar.** As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.
- 25.4. Waiver.** Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.
- 25.5. Entire Agreement; Amendments.** This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning

the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year of the second and final signatory:

Oconee County:

By: _____

Name: _____

Title: _____

Date: _____

OneTone Telecom, Inc:

By: _____

Name: _____

Title: _____

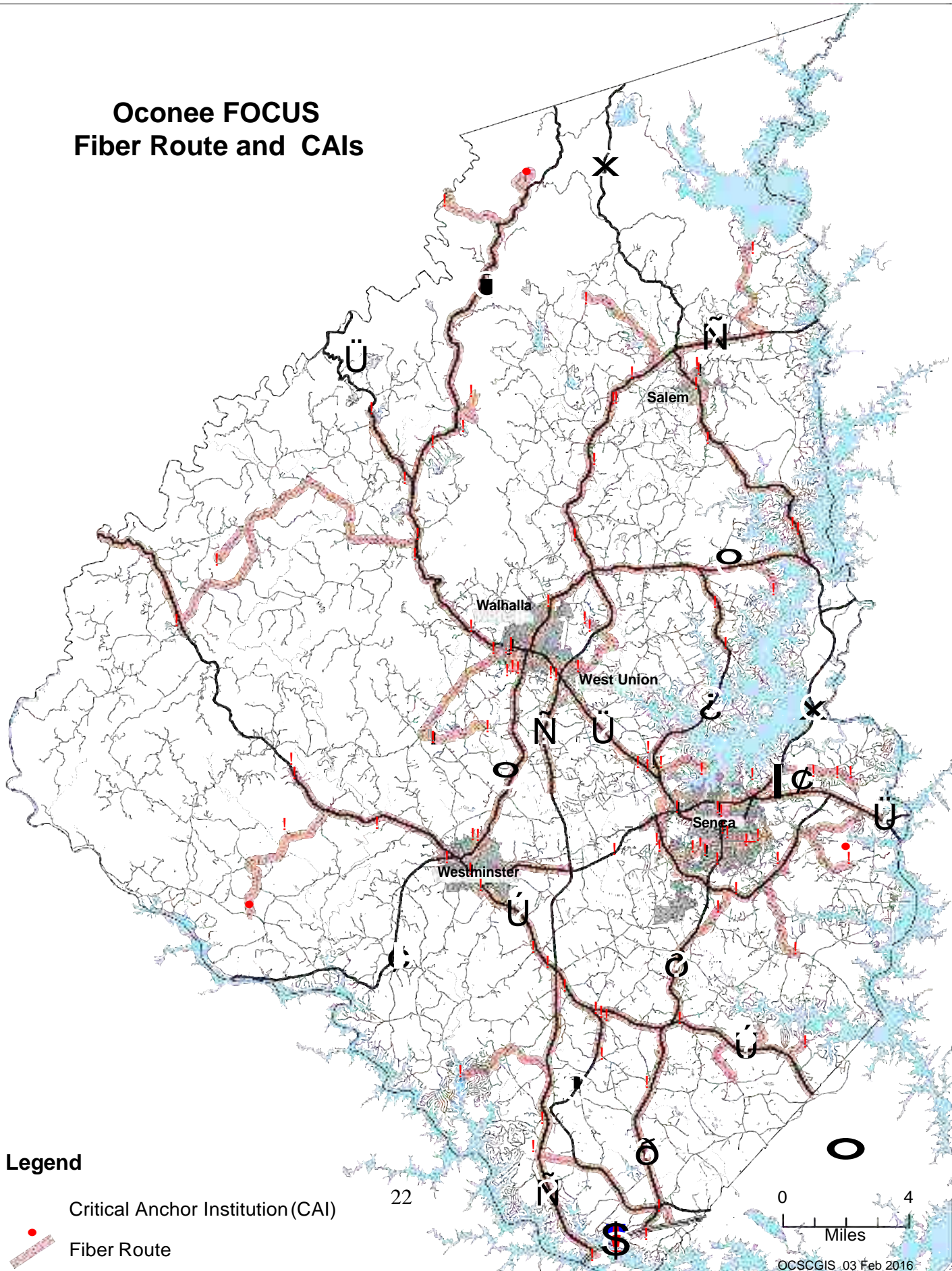
Date: _____

EXHIBIT A



LEASED NETWORK ASSETS

The County leases to OneTone under this Agreement all Assets as the term is defined in Section 2 of the Agreement, which include the fiber optic network throughout the route described in the Appendix E of the RFP (“Oconee FOCUS Fiber Route and CAIs”), and the assets described in the FOCUS Federal Asset Inventory, both of which are made part of this Agreement and set forth below.

Oconee FOCUS Fiber Route and CAIs



Legend

-  Critical Anchor Institution (CAI)
-  Fiber Route

22

0 4
Miles

Oconee FOCUS Federal Asset Inventory

Part Number	EQUIPMENT Description	Serial Number	Quantity	Price	Total	Tag #	Acquisition Date	Location	Useful Life	Cond Code	GP OR ACQ
	2011 Chevy Tahoe ¹	1GNSK2F06BR229313	1	\$ 28,645.00	\$ 28,645.00	10708	1/31/2011	Walhalla NOC	5 yrs	4	ACQ
	ARCFM Fiber Manager/Viewer Software	00-19-B9-CA-9D-57	1	\$ 14,990.00	\$ 14,990.00	10837	9/21/2011	Walhalla NOC	10 yrs	4	ACQ
S014563	Fusion splicer	3986	1	\$ 19,386.34	\$ 19,386.34	10806	12/9/2011	Walhalla NOC	10 yrs	4	ACQ
FTB73002B04BEAEU9101	OTDR tester	620423	1	\$ 12,872.45	\$ 12,872.45	10805	1/6/2012	Walhalla NOC	10 yrs	4	ACQ
WS-C3750X-12S-E	Catalyst 3750X 12 port	FDO1601Z02A	1	\$ 8,765.16	\$ 8,765.16		2/24/2012	Walhalla NOC	10 yrs	4	ACQ
CAB-SPWR-30CM	Catalyst 3750X stack power cable 30cm	NA						Walhalla NOC			
C3KX-PWR-350 WAC	Catalyst 3K-X 350W AC power supply	DTN1542L15A						Walhalla NOC			
CAB-STACK-50 CM	Cisco stackwise 50CM stacking cable	NA						Walhalla NOC			
CAB-3KX-AC	AC power cord for catalyst 3K-X	NA						Walhalla NOC			
S375XVK9T-15001SE	CAT 3750X IOS Universal with web base dev mgr	NA						Walhalla NOC			
C3750X-48-10S-S-E	C3750X-48 IPbase to IP services factory IOS upgrade		2	\$ 5,012.76	\$ 10,025.52		2/24/2012				
		upgrade license - no serial						Walhalla NOC	10 yrs	4	ACQ
		upgrade license - no serial						Seneca NOC	10 yrs	4	ACQ
WS-C3750X-48T-S	Cisco catalyst 3750X-48T-S switch Layer 3 managed 48 ports ethernet fast ethernet gigabit ethernet 10 Base-t 100base-tx 1000 base-t+1	FDO1548P07M	1	\$ 7,201.66	\$ 7,201.66		2/24/2012	Walhalla NOC	10 yrs	4	ACQ
A9K-RSP440-SE	ASR9K route switch processor w/440G/slot Fabric & 12GB		4	\$ 13,101.57	\$ 52,406.28		10/12/2012				
		FOC162380R2						Seneca NOC	10 yrs	4	ACQ
		FOC162380Y7						Seneca NOC	10 yrs	4	ACQ
		FOC162380VM						Walhalla NOC	10 yrs	4	ACQ
		FOC1644N2QP						Walhalla NOC	10 yrs	4	ACQ
A9K-MOD80-SE	80G Modular linecard service edge optimized		4	\$ 26,881.57	\$ 107,526.28		10/12/2012				
		FOC1622840Q						Seneca NOC	10 yrs	4	ACQ
		FOC162284IU						Seneca NOC	10 yrs	4	ACQ
		FOC1622840G						Walhalla NOC	10 yrs	4	ACQ
		FOC1624800T						Walhalla NOC	10 yrs	4	ACQ
A9K-MPA-20X1GE	ASR 9000 20-port 1GE modular port adapter		2	\$ 6,211.57	\$ 12,423.14		10/12/2012				
		FOC161288Q8						Seneca NOC	10 yrs	4	ACQ
		FOC1622839J7						Walhalla NOC	10 yrs	4	ACQ
A9K-MOD80-AIP-SE	L3 VPN license for MOD80 linecard service edge optimized		4	\$ 12,412.57	\$ 49,650.28		10/12/2012				
		feature license - no serial						Seneca NOC	10 yrs	4	ACQ
		feature license - no serial						Seneca NOC	10 yrs	4	ACQ

¹ Because the useful life of this vehicle has expired, it will not be considered an Asset to be leased under this Agreement. The conveyance of the vehicle will be negotiated by the Parties.

		feature license - no serial					Walhalla NOC	10 yrs	4	ACQ
		feature license - no serial					Walhalla NOC	10 yrs	4	ACQ
A9K-MPA-4X10GE	ASR 9000 4-port 10GE modular port		4	\$ 14,479.57	\$ 57,918.28	10/12/2012				
		FOC162282M7					Seneca NOC	10 yrs	4	ACQ
		FOC162282S8					Seneca NOC	10 yrs	4	ACQ
		FOC162282QD					Walhalla NOC	10 yrs	4	ACQ
		FOC162282ML					Walhalla NOC	10 yrs	4	ACQ
81-71424-NX-R5	High density 10G transponder		3	\$ 5,035.00	\$ 15,105.00	10/17/2012				
		ZA4870329					Walhalla NOC	10 yrs	4	ACQ
		ZA4210057					Walhalla NOC	10 yrs	4	ACQ
		ZA4211554					Seneca NOC	10 yrs	4	ACQ
4125004	QOIU7 Quad GPON (4 SFPs included)		18	\$ 7,017.20	\$ 126,309.60	3/29/2012				
		JPMAE114300125					Corinth Shiloh FD	10 yrs	4	ACQ
		JPMAE114702074					Fairplay FD	10 yrs	4	ACQ
		JPMAE114900644					Friendship FD	10 yrs	4	ACQ
		JPMAE114300113					Crossroads FD	10 yrs	4	ACQ
		JPMAE114702072					Oakway FD	10 yrs	4	ACQ
		JPMAE114702075					South Union FD	10 yrs	4	ACQ
		JPMAE114702081					Long Creek FD	10 yrs	4	ACQ
		JPMAE114101378					Pickett Post FD	10 yrs	4	ACQ
		JPMAE114300133					Salem FD	10 yrs	4	ACQ
		JPMAE114900634					Cleveland FD	10 yrs	4	ACQ
		JPMAE114900655					West Union FD	10 yrs		ACQ
		JPMAE114900648					Mt Rest FD	10 yrs		ACQ
		JPMAE114900639					Seneca NOC	10 yrs		ACQ
		JPMAE114300109					Walhalla NOC	10 yrs		ACQ
		JPMAE114900636					Keowee Eben. FD	10 yrs		ACQ
		JPMAE114900637					Keowee FD	10 yrs		ACQ
		JPMAE122600704					Seneca FD	10 yrs		ACQ
		JPMAE114702082					Westminster NOC	10 yrs		ACQ
81.BC1100FP256	Tellabs 1134/1150 NE license, 10 NE or client capacity includes NE software FP25.6 for unix or windows COBRA interface, CAS, AUP, NE software, online help, and documen CD, and orbix 6.3 standard edition. Includes client software license for Unix or windows	Software - no license	1	\$ 5,437.80	\$ 5,437.80	3/29/2012	Seneca NOC	10 yrs		ACQ
81.71228-IR-R5	88 Channel OADM-IR		9	\$ 19,122.40	\$ 172,101.60	3/29/2012				
		YH6320005					Walhalla NOC	10 yrs		ACQ
		YH6320006					Walhalla NOC	10 yrs		ACQ
		YH6320004					Seneca NOC	10 yrs		ACQ
		ZH6920018					Seneca NOC	10 yrs		ACQ
		ZH6920022					Westminster NOC	10 yrs		ACQ

		ZH6920024						Westminster NOC	10 yrs		ACQ
		ZH6920025						Seneca NOC Spare	10 yrs		ACQ
		ZH6920023						Seneca NOC Spare	10 yrs		ACQ
		2H4740021						Seneca NOC Spare	10 yrs		ACQ
81.71424-NX-R5	High density 10G transponder (HDTG)		7	\$ 5,035.00	\$ 35,245.00		3/29/2012				
		ZA4870329						Seneca NOC	10 yrs		ACQ
		ZA4210057						Walhalla NOC	10 yrs		ACQ
		ZA4211554						Seneca NOC	10 yrs		ACQ
		ZA4900440						Seneca NOC	10 yrs		ACQ
		ZA4620863						Westminster NOC	10 yrs		ACQ
		ZA4171144						Westminster NOC	10 yrs		ACQ
		2A5300194						Seneca NOC Spare	10 yrs		ACQ
81.71M-ESM20-R5	ESM20		7	\$ 8,823.44	\$ 61,764.08						
		2A5800432						Walhalla NOC	10 yrs		ACQ
		2A5670330						Walhalla NOC	10 yrs		ACQ
		2A5810096						Seneca NOC	10 yrs		ACQ
		2A5670283						Seneca NOC	10 yrs		ACQ
		2A5670290						Westminster NOC	10 yrs		ACQ
		2A5650720						Westminster NOC	10 yrs		ACQ
		2H4740021						Seneca NOC Spare	10 yrs		ACQ
81.71NM083051SV1	7194 FP8.3 intialization RTU (per server)-small (<51 Nes)	License - no serial	1	\$ 27,973.40	\$ 27,973.40		3/29/2012		10 yrs		ACQ
81.71T-XDWDMR6	Tunable DWDM XFP		2	\$ 7,685.00	\$ 15,370.00		3/29/2012				
		FB1627950097						Seneca NOC	10 yrs		ACQ
		FB172795000C						Seneca NOC	10 yrs		ACQ
56-APC-SYPX-004	UPS-Symmetra PX- 40kVA-SY40K40F-2x2- AP9617	QD0718350226	1	\$ 26,498.94	\$ 26,498.94		4/18/2012	Walhalla NOC	10 yrs		ACQ
	APC Symmetra LX 8k VA scalable to 16kVA N+1 Tower UPS	5D1116T02752	1	\$ 5,237.00	\$ 5,237.00		6/28/2012	Westminster NOC	10 yrs		ACQ
	22KW Generac generator 1800 RPM	7075567	1	\$ 16,823.50	\$ 16,823.50	10815	8/13/2012	Seneca NOC	10 yrs		ACQ
81.71T-XDWDM XFP	Tunable DWDM XFP		6	\$ 6,918.09	\$ 41,508.54		1/23/2013		10 yrs		
		FB172795001D						Seneca NOC			ACQ
		FB172795002B						Seneca NOC			ACQ
		FB1627950214						Seneca NOC			ACQ
		FB1727950005						Seneca NOC			ACQ
		FB1627950070						Seneca NOC			ACQ
		FB16279502DB						Seneca NOC			ACQ
AT-3BE843T-288-7	288 Strand fiber		133710 ft		\$ 194,882.35		10/31/2011		20 yrs		ACQ
AT-3BE833T-096-7	96 Strand fiber		69639 ft		\$ 51,303.06		10/31/2011		20 yrs		ACQ
AT-3BE833T-024-7	24 Strand fiber		145636 ft		\$ 56,674.74		10/31/2011		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		117000 ft		\$ 114,594.48		11/16/2011		20 yrs		ACQ
AT-3BE833T-096-7	96 Strand fiber		117000 ft		\$ 86,193.90		11/16/2011		20 yrs		ACQ

AT-3BE843T-288-7	288 Strand fiber		39200 ft		\$ 57,134.00		2/1/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		98000 ft		\$ 142,835.00		3/16/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		156000 ft		\$ 152,792.64		3/16/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		19600 ft		\$ 28,567.00		3/29/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		14607 ft		\$ 14,306.68		3/29/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		39200 ft		\$ 57,134.00		4/18/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		156000 ft		\$ 152,792.64		4/18/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		78400 ft		\$ 114,268.00		4/18/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		78000 ft		\$ 76,396.32		4/18/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		156800 ft		\$ 228,536.00		5/22/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		11760 ft		\$ 171,402.00		5/22/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		249200 ft		\$ 363,209.00		6/28/2012		20 yrs		ACQ
	1 1/4 conduit		1330560 ft		same miles as fiber value included in fiber value				20 yrs		ACQ
POWERWARE 9170-18KVA	POWERWARE APS	NA			\$ 20,617.00		9/25/2014		10 yrs		ACQ
DELL R730-OCF ESX1-0	2015 POWEREDGE R730 SERVER	2P2GC42			\$ 7,182.77		4/22/2015		10 yrs		ACQ
DELL R730-OCF ESX-02	2015 POWEREDGE R730 SERVER	2P2FC42			\$ 7,182.77		4/22/2015		10 yrs		ACQ
DELL R730-OCF-SS-01	2015 POWEREDGE R730 SERVER	2NZIC42			\$ 8,011.84		4/22/2015		10 yrs		ACQ

EXHIBIT B

SDOC, COUNTY, CAI AND FIRE STATION SITES

Anchor Name	TYPE	Service Provider	Location Type
AIRPORT	Other Government Facilities	yes	
AMERICAN RED CROSS	Public Safety Entities	no	
BETHEL BAPTIST CHURCH	Other Community Support Organization	yes	
BLUE RIDGE ELEMENTARY	Schools (K-12)	yes	OC School
BROWNS SQUARE BUILDING	Other Government Facilities	yes	
BUILDING BESIDE KEOWEE COURIER/CORONER		Other Government Facilities	yes
CALVARY BAPTIST CHURCH	Other Community Support Organization	no	
CHATTOOGA RIVER SEARCH & RESCUE #1	Public Safety Entities	no	
CHERRY HILL PARK	Other government facility	no	
CLEMSON EXT OFFICE / AGRICULTURE BUILDING		Other Government	yes

			Facilities	
CLEVELAND FIRE STATION	Public Safety Entities	yes	Fire Station	
CODE ACADEMY	Schools (K-12)	yes	OC School	
COLLEGE ST BAPTIST CHURCH	Other Community Support Organization	no		
COLLINS HOME & FAMILY	Other Community Support Organization	yes		
CORINTH SHILOH FIRE STATION	Public Safety Entities	yes	Fire Station	
COURTHOUSE	Other Government Facilities	yes		
CROSSGATE CHURCH	Other Community Support Organization	yes		
CROSSROADS FIRE STATION	Public Safety Entities	yes	Fire Station	
DELEGATION	Other Government Facilities	yes		
DEVILS FORK PARK	Other government facility	no		
DSS / DHHS OFFICE	Other Government Facilities	yes		
EARLE'S GROVE BAPTIST CHURCH	Other Community Support Organization	no		
ECONOMIC DEVELOPMENT / OCONEE ALLIANCE		Other Community Support Organization	yes	
EMERGENCY SERVICES	Public Safety Entities	yes		
FACILITIES MAINTENANCE / DSS / DHHS OFFICE		Other Government Facilities	yes	
Fairplay Community Center	Other Government Facilities	yes		
FAIR PLAY FIRE STATION	Public Safety Entities	yes	Fire Station	
FAIR-OAK ELEMENTARY	Schools (K-12)	yes	OC School	
FIRST BAPTIST CHURCH OF WALHALLA	Other Community Support Organization	no		
FRIENDSHIP FIRE STATION	Public Safety Entities	yes	Fire Station	
GIGNILLIAT GYM	Other Community Support Organization	no		
HAMILTON CAREER CENTER	Schools (K-12)	yes	OC School	
Heritage Center	Other Government Facilities	yes		
HEPSIBAH BAPTIST CHURCH	Other Community Support Organization	yes		
HIGH FALLS PARK	Other Government Facilities	yes		
HOLLY SPRINGS BAPTIST CHURCH	Other Community Support Organization	yes		
J N KELLETT ELEMENTARY	Schools (K-12)	yes	OC School	
JAMES M BROWN ELEMENTARY	Schools (K-12)	yes	OC School	
KEOWEE EBENEZER FIRE STATION	Public Safety Entities	yes	Fire Station	
KEOWEE ELEMENTARY	Schools (K-12)	yes	OC School	
KEOWEE FIRE STATION	Public Safety Entities	yes	Fire Station	
Long Creek Community Center	Other Government Facilities	yes		

LONG CREEK FIRE STATION	Public Safety Entities	yes	Fire Station	
LONG CREEK FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation	
MOUNTAIN REST BAPTIST CHURCH	Other Community Support Organization	yes		
Mt Rest Community Center	Other Government Facilities	yes		
MOUNTAIN REST FIRE STATION	Public Safety Entities	yes	Fire Station	
MOUNTAIN REST RESCUE STATION	Public Safety Entities	yes		
MT FREEDOM BAPTIST CHURCH	Other Community Support Organization	no		
NEW HOPE BAPTIST CHURCH	Other Community Support Organization	no		
NORTHSIDE ELEMENTARY	Schools (K-12)	yes	OC School	
OAKWAY FIRE STATION	Public Safety Entities	yes	Fire Station	
SHOP - HAMILTON CAREER CENTER (no e-rate, no students, 1/2 price)		Schools (K-12)	yes	OC Sc
OAKWAY RESCUE STATION	Public Safety Entities	yes		
OCONEE CHRISTIAN ACADEMY	Schools (K-12)	yes		
OCONEE FISH HATCHERY	Other government facility	yes		
OCONEE LAW ENFORCEMENT CENTER	Public Safety Entities	yes		
OCONEE STATE PARK	Other government facility	no		
ORCHARD PARK ELEMENTARY	Schools (K-12)	yes	OC School	
PATRIOTS HALL / ROCK BUILDING	Other Government Facilities	yes		
PICKETT POST / CAMP OAK FIRE STATION	Public Safety Entities	yes	Fire Station	
PINE ST ADMINISTRATIVE OFFICE	Other Government Facilities	yes		
PLEASANT HILL BAPTIST CHURCH	Other Community Support Organization	no		
PROBATION AND PAROLE	Other Government Facilities	yes		
RAVENEL ELEMENTARY	Schools (K-12)	yes	OC School	
RESCUE SQUAD HEADQUARTER BUILDING	Public Safety Entities	yes		
RETREAT BAPTIST CHURCH	Other Community Support Organization	no		
ROADS & BRIDGES	Other Government Facilities	yes		
ROCKY KNOLL BAPTIST CHURCH	Other Community Support Organization	yes		
SALEM FIRE STATION	Public Safety Entities	yes	Fire Station	
SALEM LIBRARY	LIBRARY	yes		
SC GUARDIAN AD LITEM	Other Community Support Organization	no		
SCENIC HEIGHTS BAPTIST CHURCH	Other Community Support Organization	no		
SCHOOL DISTRICT OF OCONEE COUNTY	Other Government Facilities	yes		
SDOC TRANSPORTATION OFFICE	Schools (K-12)	yes	OC School	
SENECA FIRE STATION	Public Safety Entities	yes	Fire Station	

SENECA HIGH	Schools (K-12)	yes	OC School
SENECA LIBRARY	LIBRARY	yes	
SENECA MAGISTRATE OFFICE	Other Government Facilities	yes	
SENECA MIDDLE	Schools (K-12)	yes	OC School
SENECA RESCUE STATION	Public Safety Entities	yes	
SHAVER RECREATION COMPLEX	Other Community Support Organization	yes	
SOUTH COVE PARK	Other Government Facilities	yes	
SOUTH UNION FIRE STATION	Public Safety Entities	yes	Fire Station
SOUTH UNION FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation
ST MARK UNITED METHODIST CHURCH	Other Community Support Organization	yes	
STRAWBERRY FARM CENTER 01	Other Government Facilities	no	
TAMASSEE-SALEM ELEMENTARY	Schools (K-12)	yes	OC School
WALHALLA HIGH (new location)	Schools (K-12)	yes	OC School
TRI-COUNTY TECHNICAL COLLEGE JOB CENTER		COMMUNITY COLLEGE	no
UTICA BAPTIST CHURCH	Other Community Support Organization	yes	
WALHALLA CITY HALL	Other Government Facilities	yes	
WALHALLA DEPOT Other Community Support Organization			
WALHALLA ELEMENTARY	Schools (K-12)	yes	OC School
WALHALLA FIRE STATION	Public Safety Entities	yes	Fire Station GPON
Oconee Academy (Old Walhalla High)	Schools (K-12)	yes	OC School
WALHALLA LIBRARY	LIBRARY	yes	
WALHALLA MAGISTRATE OFFICE	Other Government Facilities	yes	
WALHALLA MIDDLE	Schools (K-12)	yes	OC School
WALHALLA POLICE DEPARTMENT	Public Safety Entities	yes	
WALHALLA RECREATION DEPARTMENT	Other Community Support Organization	yes	
WELCOME CENTER	Other Government Facilities	yes	
WEST UNION FIRE STATION	Public Safety Entities	yes	Fire Station
WESTMINSTER BAPTIST CHURCH	Other Community Support Organization	no	
WESTMINSTER CITY HALL	Other Government Facilities	no	
WESTMINSTER ELEMENTARY	Schools (K-12)	yes	OC School
WESTMINSTER FIRE STATION	Public Safety Entities	yes	Fire Station NOC
WESTMINSTER LIBRARY	LIBRARY	yes	
WESTMINSTER MAGISTRATE OFFICE	Other Government Facilities	yes	

WEST-OAK HIGH	Schools (K-12)	yes	OC School
WEST-OAK MIDDLE	Schools (K-12)	yes	OC School

EXHIBIT C

ONETONE RFP RESPONSE

[TO BE INSERTED]

EXHIBIT D

SDOC FIBER

FOCUS
Fiber
Route
Network
Operations
Centers
SDOC
Schools

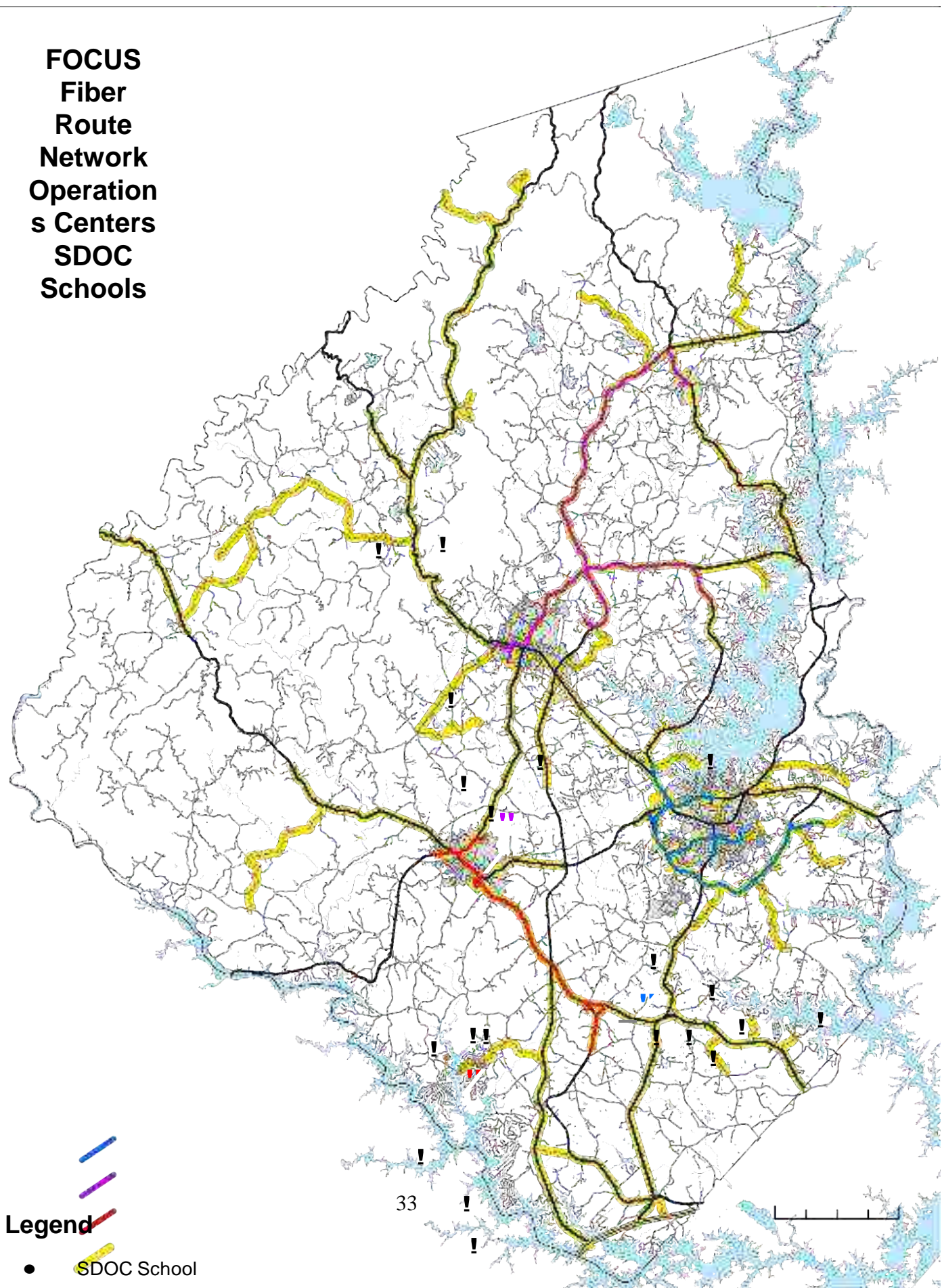


EXHIBIT E

LEASE FEE SCHEDULE

Description	Date	Amount	Cummulative Total
Down Payment	Effective date	\$ 200,000.00	\$ 200,000.00
Year 2	Effective date (month, day, 2017)	\$ -	\$ 200,000.00
Year 3	Effective date (month, day, 2018)	\$ -	\$ 200,000.00
Year 4	Effective date (month, day, 2019)	\$ 316,000.00	\$ 516,000.00
Year 5	Effective date (month, day, 2020)	\$ 316,000.00	\$ 832,000.00
Year 6	Effective date (month, day, 2021)	\$ 316,000.00	\$ 1,148,000.00
Year 7	Effective date (month, day, 2022)	\$ 316,000.00	\$ 1,464,000.00
Year 8	Effective date (month, day, 2023)	\$ 316,000.00	\$ 1,780,000.00
Year 9	Effective date (month, day, 2024)	\$ 316,000.00	\$ 2,096,000.00
Year 10	Effective date (month, day, 2025)	\$ 4,104,000.00	\$ 6,200,000.00
Year 11	Effective date (month, day, 2026)	\$ 10,000.00	\$ 6,210,000.00
Year 12	Effective date (month, day, 2027)	\$ 10,000.00	\$ 6,220,000.00
Year 13	Effective date (month, day, 2028)	\$ 10,000.00	\$ 6,230,000.00
Year 14	Effective date (month, day, 2029)	\$ 10,000.00	\$ 6,240,000.00
Year 15	Effective date (month, day, 2030)	\$ 10,000.00	\$ 6,250,000.00
Year 16	Effective date (month, day, 2031)	\$ 10,000.00	\$ 6,260,000.00
Year 17	Effective date (month, day, 2032)	\$ 10,000.00	\$ 6,270,000.00
Year 18	Effective date (month, day, 2033)	\$ 10,000.00	\$ 6,280,000.00
Year 19	Effective date (month, day, 2034)	\$ 10,000.00	\$ 6,290,000.00
Year 20	Effective date (month, day, 2035)	\$ 10,000.00	\$ 6,300,000.00
Final	Effective date (month, day, 2035)	\$ 1.00	\$ 6,300,001.00

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2016

ITEM TITLE:

Procurement #: **ITB 15-18** Title: **Tires for Heavy Equipment** Department(s): **Rock Quarry & Vehicle Maintenance**

Amount: **178,472.20**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.
Budget: **178,472.20** Project Cost: **178,472.20** Balance: **0.00**

Finance Approval: *Spotale Price*

BACKGROUND DESCRIPTION:

The Rock Quarry & Vehicle Maintenance purchase tires and have existing tires repaired for numerous pieces of heavy equipment, as needed, throughout the year. Bid totals were calculated using estimated quantities of the tires that may be required. Actual quantities ordered will vary depending upon the County's needs.

On June 23, 2016, formal sealed bids were opened for tires for heavy equipment. Four companies were originally notified of this bid opportunity. One company, McCarthy Tire Service of Greenville, SC submitted a bid in the amount of \$178,472.20.

SPECIAL CONSIDERATIONS OR CONCERNS:

Vendor must provide and maintain Mine Safety Health Association certification for every employee who will supply service(s) on mine property throughout the duration of bid #15-08.

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the Award of bid #15-18 to McCarthy Tire Services, of Greenville, SC, for the estimated amount of \$178,472.20, for a period of one year with the option to renew for four additional one-year periods and (2) Authorize the County Administrator to renew the bid for up to four one-year periods, provided their work is satisfactory.

Submitted or Prepared By: *Robyn Courtright*
Robyn Courtright, Procurement Director

Approved for Submittal to Council: *T. Scott Moulder*
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Printed on 08/21/2018 at 03:20 PM
Last Modified: 08/21/2018

Robert Cooney
08/21/2018

Bidders						McCarthy Tim			
Address						Greenville, SC			
Item #	Approx Qty	Item	Ply	Lead		Unit Price	Extended Price		
A	2	1800R20	22	L-3	New				
B	4	1800R20	22	L-3	Recap	\$2,000.00	\$8,000.00		
C	6	1800R33	22	L-3	New	\$1,250.00	\$7,500.00		
D	6	1800R33	22	L-3	Recap	\$4,175.00	\$25,050.00		
E	4	23.5x28	8	L-1	New	\$1,660.00	\$6,640.00		
F	2	23.5x28	8	Discard	New	\$1,320.00	\$2,640.00		
G	4	26.5x25	26	L-3	New	\$1,560.00	\$6,240.00		
H	4	26.5x25	26	L-3	Recap	\$1,200.00	\$4,800.00		
I	4	29.5x25	26	L-4	New	\$3,000.00	\$12,000.00		
J	4	29.5x25	26	L-4	Recap	\$2,400.00	\$9,600.00		
K	4	65 x 36 x 33	42	L-5	New	\$9,200.00	\$36,800.00		
L	4	65 x 36 x 33	42	L-5	Recap	\$4,500.00	\$18,000.00		
M	2	26.5x25	26	L-4	Recap	\$1,300.00	\$2,600.00		
N	Road Service Out during business hrs						\$95.00		
O	Road Service Call other than regular hrs						\$,100.00		
Repairs									
P	Large Section Repair for 20' front repair						\$250.00-\$1,100.00		
Q	Spot Repair, 2nd. Finish/extra repair						\$90.00-\$400.00		
R	Reinforcement, Internal Repair (side of the way through)						\$250.00-\$900.00		
S	Tire Life - Oils not to keep steel from dry rotting and save the bead and install inhibitor						\$20.00 per gallon		
T	Other								
U	Provide list of items for sized that are available (can be submitted on separate page)						All Applicable Sizes		
V	Charge for labor fee (if applicable) (inc. taxes & discount)						100.00		
W	Charge for disposal & mount						500.00		

Bidders		McCarthy, Tim			
Warranty					
A	Now	Manufacturer Warranty - 3 years or 50,000 miles and workmanship, adjustments will be provided by manufacturer			
V	Recall	Recalled at no charge during 1st 50% road wear			
Z	Spot Repairs	1 year			
4A	Large Section Repairs	1 year			
3B	Maintenance	1 year			
MSHA					
100	Number of MSHA Certified Employees	14			
30	MSHA ID#	E-13			
6F	All vehicles that will be on George County Property meet all MSHA standards (Yes or No)?	Yes			
DELIVERY		30 days pending manufacturer truck orders			
Subtotal		\$158,070.00			
5C Sales Tax (8%)		\$10,625.56			
TOTAL		\$179,673.28			

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2016

ITEM TITLE:

Procurement #: ITB 15-23 Title: Road Paving 2016-2017 Department: Roads and Bridges Amount: \$1,794,715.12

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval:



Budget: \$2,331,500 Project Cost: \$1,794,715.12 Balance: \$536,784.88

BACKGROUND DESCRIPTION:


On June 30, 2016, formal sealed bids were opened for paving of approximately eight miles of County roads (see attached Tentative Road List). The methods of paving are Simple Overlay, Variable Mill, Reconstruction Mill in Place, Excavation with Removal, Simple Overlay Road Widening and Reconstruction Mill in Place Road Widening. Twenty-eight companies were originally notified of this bid opportunity with two companies submitting bids. Hubbard Paving and Grading, Inc., located in Walhalla, SC, submitted the low bid in the amount of \$1,631,559.20. A 10% contingency is requested to account for fluctuating asphalt prices, variations in estimated unit quantities and any other unforeseen items that may arise. No additional Roads will be added without County Council Approval.


ATTACHMENT(S):

1. Bid Tab
2. Tentative Road List (from ITB)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the Award of ITB 15-23, Road Paving 2016-2017, to Hubbard Paving & Grading, Inc., of Walhalla, SC, in the amount of \$1,631,559.20, plus a 10% contingency in the amount of \$163,155.92, for a total award of \$1,794,715.12. Staff also recommends Council (2) authorize the County Administrator to approve any change orders within the contingency amount.

Submitted or Prepared By: 
Robyn Courtright, Procurement Director

Approved for Submittal to Council: 
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Bidders			Hubbard Paving		Pickens Construction		Ashmore Bros.		King Asphalt	
Address			Walhalla, SC		Anderson, SC		NO BID		NO BID	
Approx Qty	Unit	Description	Unit Price	Estimated Total	Unit Price	Estimated Total	Unit Price	Estimated Total	Unit Price	Estimated Total
11,033	Ton	Surface, Type C, w/SCDOT Stone Specs	\$70.00	\$770,910.00	\$75.00	\$825,975.00				
2,511	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs	\$95.00	\$238,545.00	\$99.00	\$248,589.00				
43,096	SY	Milling in place	\$2.25	\$95,968.00	\$2.00	\$86,192.00				
3,419	SY	Variable Milling	\$2.00	\$6,838.00	\$6.00	\$20,514.00				
357	CY	Excavation with Removal	\$20.00	\$7,140.00	\$55.00	\$19,635.00				
5,043	SY	Reconstruction Mill in Place Road Widening	\$5.00	\$25,215.00	\$8.00	\$40,344.00				
4,839	SY	Simple Overlay Road Widening (Includes Intermediate)	\$37.70	\$182,430.30	\$32.00	\$154,848.00				
7,684	TON	Hauling county stone	\$5.00	\$38,420.00	\$7.50	\$57,630.00				
52,342	SY	Set Up	\$1.15	\$60,193.30	\$1.25	\$65,427.50				
66	SY	Concrete Driveway Removal	\$30.50	\$2,013.00	\$50.00	\$3,300.00				
1,945	CY	Unsuitable Material	\$28.00	\$54,460.00	\$20.00	\$38,900.00				
5,814	SY	Geogrid Material	\$6.50	\$37,921.00	\$5.50	\$32,087.00				
2,705	CY	Shoulder Build	\$29.50	\$85,047.50	\$30.00	\$86,150.00				
26,438	SY	Seeding	\$1.45	\$38,335.10	\$1.00	\$26,438.00				
15	Each	Compaction Test	\$150.00	\$2,250.00	\$70.00	\$1,050.00				
15	Each	Core Testing	\$175.00	\$2,625.00	\$70.00	\$1,050.00				
15	Each	Nuclear Testing	\$150.00	\$2,250.00	\$70.00	\$1,050.00				
Grand Total				\$1,631,559.20		\$1,689,179.50				
Bid Bond				Yes		Yes				

ROAD #	NAME	CATEGORY	DIRECTIONS	PCI	APPROXIMATE WIDTH & LENGTH	
1	KE 58 MAGPIE LN	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON NORTH HWY 11 FROM WALHALLA, RIGHT ON FLAT SHOALS RD, RIGHT ON QUAIL DR, WHIPPOORWILL DR IS ON THE RIGHT	15.0	18	745
2	WA 248 HARBOR VIEW LN	EXCAVATION WITH REMOVAL	KEOWEE SCHOOL FROM BOUNTYLAND, LEFT ON CANE CREEK HARBOR RD, WILL BE ON THE LEFT	24.0	20	250
3	WA 185 MILLER PL	RECONSTRUCTION MILL IN PLACE	NORTH HWY 11 FROM WEST UNION, APPROXIMATELY ONE MILE, TURN RIGHT ON SPRINGDALE DR, WILL BE ON THE LEFT (SPRINGDALE SUBDIVISION)	33.0	13	400
4	WA 264 LECROY CT	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH HWY 11 FROM WEST UNION, APPROX ONE MILE, RIGHT ON SPRINGDALE DR, RIGHT ON MEADOWBROOK DR, WILL BE ON THE RIGHT	36.0	17	302
5	WA 223 MOUNTAIN LAUREL LN	RECONSTRUCTION MILL IN PLACE	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON MOUNTAIN SPRINGS RD, LEFT ON BEAVER LAKE RD, WILL BE THE FIRST STREET ON THE RIGHT (BEAVER LAKE ESTATES)	39.0	20	328
6	SE 494 TOKEEMA PATH DR	RECONSTRUCTION MILL IN PLACE	SOUTH ON CONEROSS CREEK RD FROM FRIENDSHIP RD, WILL BE ON RIGHT AFTER MISTY HILL LANE (TOKEEMA SHORES SUB)	41.0	21	577
7	SE 133 GARDEN CIR	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, WILL BE ON THE LEFT PAST WISTERIA LN (OLD SECTION OF CHEROKEE GARDENS SUB)	43.0	19	2463
8	WA 316 CONE DR	RECONSTRUCTION MILL IN PLACE	EAST ON BLUE RIDGE BLVD FROM WALHALLA, RIGHT ON POPLAR SPRINGS RD, LEFT ON SPRUCE DR, WILL BE AT THE END, 301-329 GO TO THE LEFT, 201-220 GO TO THE RIGHT, THE PINES SUB	43.0	28	600
9	SE 184 GREENWICH DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON LAWRENCE BRIDGE RD, RIGHT ON N BAYSHORE DR, WILL BE ON RIGHT PAST WOODBURY RD (BAYSHORE ESTATES)	43.5	19	1130
10	SE 138 TEARDROP TRL <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIRCLE, (2ND ENTRANCE) WILL BE ON THE RIGHT (NEW SECTION OF CHEROKEE GARDENS SUB)	45.3	16	1766

ROAD #	NAME	CATEGORY	DIRECTIONS	PCI	APPROXIMATE WIDTH & LENGTH	
11 SE 134	EAST TAMASSEE DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIR, WILL BE ON LEFT PAST DYAR RD (OLD SECTION OF CHEROKEE GARDENS SUB)	46.0	18	1688
12 WA 353	CROSSOVER DR	EXCAVATION WITH REMOVAL	KEOWEE SCHOOL RD FROM BOUNTYLAND IN SENECA, RIGHT ON BIGGERSTAFF RD, LEFT ON FAIRVIEW CHURCH RD, LEFT ON CREST POINTE DR, WILL BE ON THE LEFT. CRESTVIEW SUB	49.0	20	1013
13 SE 135	IROQUOIS DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIRCLE, LEFT ON E TAMASSEE DR, WILL BE NEXT RIGHT CAN BE ACCESSED FROM DYAR RD (OLD SECTION OF CHEROKEE GARDENS SUB)	46.7	18	2020
14 KE 97	ROCKCREST CT	EXCAVATION WITH REMOVAL	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON NORTH WATERSIDE DR, RIGHT ON E WATERSIDE DR, WILL BE ON THE RIGHT. WATERSIDE CROSSING SUB 2ND ENTRANCE	47.0	20	140
15 SE 227	WOODFIELD DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON CORINTH DR, WILL BE ON THE RIGHT PAST SUNSET DR, CAN BE ACCESSED FROM OLD CLEMSON HWY VIA CORINTH DR (ENCHANTED HILLS SUB)	46.0	18	603
16 SE 372	HIWASSEE DR <i>Waterline</i>	RECONSTRUCTION WITH ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON OLD CLEMSON HWY, WILL BE FIRST STREET ON LEFT BEHIND CORINTH HILTON FIRE DEPARTMENT IN NEW SECTION OF CHEROKEE GARDENS SUB)	49.0	18	1940
17 SE 141	NANTAHALA DR	SIMPLE OVERLAY ROAD WIDENING	EAST ON CLEMSON BLVD FROM SENECA, LEFT ON GARDEN CIR 2ND ENTRANCE, RIGHT ON TEARDROP TRL, RIGHT ON CHEROKEE DR, WILL BE ON THE LEFT PAST SEQUOYA WAY, CAN BE ACCESSED FROM HIWASSEE DR (NEW SECTION OF CHEROKEE GARDENS SUB)	52.0	18	050
18 TU 98	DRIVER HILL RD	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON SOUTH HWY 11 FROM WESTMINSTER, WILL BE FIRST LEFT AFTER CROSSING SOUTHERN RAILROAD	54.0	18	300

ROAD #	NAME	CATEGORY	DIRECTIONS	PCI	APPROXIMATE WIDTH & LENGTH	
19 WA 124	MEADOWBROOK DR <i>Waterline</i>	SIMPLE OVERLAY ROAD WIDENING	NORTH HWY 11 FROM WEST UNION, APPROXIMATELY ONE MILE, TURN RIGHT ON SPRINGDALE DR, WILL BE ON THE RIGHT (SPRINGDALE SUBDIVISION)	54.5	17	850
20 SE 469	WEST SUNSET CT	VARIABLE MILL	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, RIGHT ON PETTY RD, LEFT ON FRENCH BRANCH RD, WILL BE ON THE LEFT PAST CLYDE CRENSHAW RD. (LAKESHORE EAST SUB)	53.0	20	830
21 WA 133	FOREST ACRES CIR	SIMPLE OVERLAY ROAD WIDENING	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON FAIRFIELD RD, RIGHT ON PICKET POST RD, RIGHT ON BREWER RD, WILL BE FIRST STREET ON RIGHT (FOREST ACRES SUB)	55.8	18	4030
22 SE 93	UTICA ST	SIMPLE OVERLAY ROAD WIDENING	FROM J P STEVENS IN SENECA, EAST ON E SOUTH 6TH ST, RIGHT ON GODDARD AVE, WILL BE THE ELEVENTH STREET ON RIGHT AT UTICA ELEMENTARY SCHOOL (UTICA MILL VILLAGE)	56.0	17	1300
23 SE 97	MEADOW DR	SIMPLE OVERLAY	EAST ON CLEMSON BLVD FROM SENECA, RIGHT ON WELLS HWY, RIGHT ON GODDARD AVE, WILL BE SECOND STREET ON LEFT, CAN BE ACCESSED FROM UTICA MILL VILLAGE (SOUTHERN MEADOWS SUB)	58.0	20	830
24 SE 496	CHEROKEE PATH DR	SIMPLE OVERLAY	SOUTH ON CONROES CREEK RD FROM FRIENDSHIP RD IN SENECA, RIGHT ON TOKEENA PATH DR, LEFT ON MOHAWK PATH, WILL BE ON THE LEFT (TOKEENA SHORES SUB)	56.0	20	329
25 WA 268	MISTY DR <i>Waterline</i>	SIMPLE OVERLAY	BLUE RIDGE BLVD FROM SENECA, WILL BE ON THE RIGHT JUST PAST POPLAR SPRINGS RD OVERPASS	56.0	21	497
26 SE 208	HARTWELL DR <i>Waterline</i>	SIMPLE OVERLAY	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, WILL BE ON THE LEFT PAST LAWRENCE BRIDGE RD (HANDOVER HILLS SUB)	58.3	20	3401
27 SE 365	EDGEWATER DR	SIMPLE OVERLAY	EAST ON SHILOH RD, RIGHT ON CARRADINE RD, WILL BE ON RIGHT PAST PRIDEMORE DR	56.3	21	738
28 CH 88	FOREST RD	SIMPLE OVERLAY ROAD WIDENING	WEST ON HIGHLANDS HWY FROM WALHALLA, RIGHT ON HWY 197, WILL BE FIRST LEFT AFTER AZALEA LN	59.0	18	2116

ROAD #	NAME	CATEGORY	DIRECTIONS	PCI	APPROXIMATE WIDTH & LENGTH	
29	WA 355 PINE ACRE CT	VARIABLE MILL	KEOWEE SCHOOL RD FROM BOUNTYLAND IN SENECA, RIGHT ON BIGGERSTAFF RD, LEFT ON FAIRVIEW CHURCH RD, LEFT ON CREST POINTE DR, LEFT ON CROSSOVER DR, WILL BE ON THE LEFT. CRESTVIEW SUB	58.0	20	924
30	SE 335 FERNCLIFF DR	SIMPLE OVERLAY ROAD WIDENING	EAST ON SHILOH RD FROM SENECA, RIGHT ON CARRADINE RD, WILL BE FIRST STREET ON RIGHT	59.0	19	825
31	SE 450 HORSE HEAD POINT DR (400 LF OF <i>Backslope</i>)	RECONSTRUCT MILL IN PLACE	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STILLWATER DR, RIGHT ON PINE PLANTATION TR, LEFT BACK ONTO STILLWATER DR, WILL BE ON THE RIGHT, (STILLWATER SUB)	59.0	22	2087
32	WA 134 HILLSIDE DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON FAIRFIELD RD, RIGHT ON PICKET POST RD, RIGHT ON BREWER RD, RIGHT ON FOREST ACRES CR, WILL BE FIRST STREET ON LEFT (FOREST ACRES SUB)	59.0	18	1738
33	WA 341 BIMINI DR	VARIABLE MILL	NORTH ON KEOWEE SCHOOL RD FROM BLUE RIDGE BLVD IN SENECA, RIGHT ON ABACO LN, WILL BE ON THE LEFT. CLEARWATER SUB	59.0	20	703
34	WA 183 SPRINGDALE DR <i>Waterline</i>	SIMPLE OVERLAY ROAD WIDENING	NORTH HWY 11 FROM WEST UNION, APPROXIMATELY ONE MILE, WILL BE ON THE RIGHT (SPRINGDALE SUBDIVISION)	59.7	18	1640
35	SE 321 SHOOK RD (888 LF OF <i>Backslope</i>)	SIMPLE OVERLAY	WEST ON SANDIFER BLVD FROM SENECA, RIGHT ON RICHLAND RD AT OCONEE COUNTRY CLUB, WILL BE ON THE LEFT, CAN BE ACCESSED FROM SOUTH HWY 11 TO RICHLAND RD, EAST APPROX THREE MILES, WILL BE ON RIGHT	60.0	23	888
36	WA 281 CREST DR <i>Waterline</i>	RECONSTRUCTION MILL IN PLACE	NORTH ON KEOWEE SCHOOL RD FROM BLUE RIDGE BLVD IN SENECA, RIGHT ON JANDA RD WILL BE ON THE LEFT PAST N-RIDGE DR.	60.0	22	295
37	CE 136 DESIREE DR	RECONSTRUCTION MILL IN PLACE / ROAD WIDENING	WEST ON WEST OAK HWY FROM SOUTH HWY 11, LEFT ON STADIUM DR, WILL BE ON THE RIGHT	65.0	18	1317

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 19, 2016

ITEM TITLE:

Title: **Intrado VIPER 911 System Upgrade – Sole Source** Department: **Communications** Amount: **\$315,586.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval: Asst. Price

Budget: **600,000** Project Cost: **315,586** Balance: **284,414**

This expenditure will be paid completely through 911 tariff fees collected. Additionally, the SC Budget and Control Board has agreed to reimburse the 911 fund up to 80% of the cost of this upgrade. Accounting for this reimbursement, the total investment from 911 tariff fees will be \$63,117.20.

BACKGROUND DESCRIPTION:

Oconee County operates 911 telephony for incoming voice, data, and automatic location information utilizing the Positron VIPER solution, an Intrado product. After more than five years of 24/7 continuous service, the hardware backbone of this computer based system is at end-of-life and requires replacement. The 911 telephony, PBX, VOIP, and database servers require replacement / upgrade to maintain dependability in this mission-critical, public safety environment. Additionally, the workstations at operator positions require replacement / upgrade to maintain the consistent ability to receive and respond to 911 calls for service from the public. 911 administration believes the Positron VIPER to be the best solution to continue to serve the public. Additionally, the VIPER system upgrade will provide Next Generation 911 capabilities, which include the soon-to-be required ability to receive 911 calls via SMS (text messaging) and to receive real-time data from the scene of incidents. This will be the final phase required to enable text-to-911 functionality for Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

Positron was originally selected by the County as the 911 telephony system vendor by a competitive RFP process in 2004. Positron was purchased by Intrado in 2009. Since the original installation, this hardware and software have been consistently maintained by Positron/Intrado. As this upgrade will be integrated into the existing system, it therefore must be purchased from the same vendor. After careful negotiation as to the scope of work and the final pricing for the upgrade, Oconee County will benefit from a significant pricing discount from Intrado for upgrading the current system versus replacing it with an entirely new 911 infrastructure. Procurement staff and the Emergency Communications Director recommend this purchase as a sole source.

ATTACHMENT(S):

1. Intrado Quote
2. Sole Source Letter from Director of Emergency Communications


STAFF RECOMMENDATION:

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

It is the staff's recommendation that Council approve the Sole Source purchase of an upgrade of equipment and software for the VIPER 911 System for the Oconee County 911 System to Intrado of Canada, Inc., of Denver, CO in the amount of \$315,586.00.

Submitted or Prepared By: 
Robyn Courtwright, Procurement Director

Approved for Submittal to Council: 
T. Scott Moulder, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.



System Upgrade

for

Oconee Co, SC
(Direct Sale)

Quote Number: 2784
Version: B

The applicable terms and conditions located at <https://www.west.com/legal-privacy/terms-conditions> will apply to this Quote, unless (i) the parties have entered into a separate mutually executed agreement relating to the products or services under this Quote, or Customer is purchasing under a cooperative purchasing agreement referenced in this Quote. Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. The terms of this Quote will govern any conflict with any of the foregoing or any Customer purchase order, and no additional terms in Customer's purchase order will apply.

Summary - Oconee Co

Item	Cost
VIPER	\$50,311.75
A9-1-1 Connect	\$64,096.50
Power 911	\$9,442.50
ePrinter	\$0.00
Power ECATS	\$27,775.00
Sentry	\$120.00
IWS Hardware	\$37,849.79
Professional Services	\$61,900.00
Maintenance Services	\$1,010.00
Special System Discount	(\$13,794.04)
TX129-1-1	\$77,375.00
Total:	\$315,586.00

Configuration Parameters - Oconee Co

VIPER

Total Number of ES-1-1 CAMA Trunks	Up to 16
Total Number of FXO Lines	Up to 20
Total Number of ISDN PRI channels (T1)	0
VIPER UPS	Not Included
ECCP	Not Included
PowerOPS	Not Included
VIPER ACD	Not Included

Answering Positions

Total Number of Positions	13
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Power 911 Intelligent Workstation Features

Add-on for Radio Recorder	Included
UPS on Workstation PCs (30 minutes)	Not Included
UPS on Servers	Not Included
IWS Programmable Keypads	Not Included

Power ECaTS and ePrinter

Power ECaTS	Included
ePrinter	Included

Miscellaneous

Software Subscription Coverage	Included
Monitors	Not Included

GIS

MapFlex	Not Included
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Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912817/BB	7 Foot Cabinet Prebuilt Building Block	1			
912890/BB	Media Kit Prebuilt Building Block	1			
912800	VIPER Gateway Shelf	4			
912801	CAMA Interface Module (CIM)	4			
912811	Application Server License	1			
912811/U	Application Server Position Access License Upgrade	12			
912812	PBX Access License	1			
912812/U	PBX Access License Upgrade	12			
912814	Admin Interface Module (AIM)	5			
P10008	License to Connect Non-Intrado Recording Device	1			
P10040	Span Port Set	1			
C10036	Power Cord Cable with A/C twist lock connector	2			
912715/48	Cisco C2960X-48TS-L 48 port switch (with stacking module)	2			
				Subtotal	\$50,311.25

A9-1-1 Connect

911509	A9-1-1 Call Handling Accessories	13			
911553	A9C HDT (Headset I/F) Module	13			
911554	A9C MTI (Misc Tel I/F) Module	13			
911555	A9C TPR (Third-Party Radio I/F) Module	13			
911510-1	A9C Bundle - Dual Core	13			
914121/1	IWS Workstation Software and Configuration	13			
				Subtotal	\$64,096.50

Power 911

913100	Power 911 Client Access License (CAL)	1	
913100/U	Power 911 Client Access License Upgrade	12	
913152	Power 911 Add-On Recorder for Radio (ITRR)	1	
913152/U	Power 911 Add-On Recorder for Radio Upgrade	12	
913202	Power 911 Server Access License	1	
913202/U	Power 911 Server Access License Upgrade	12	
913152/CD	ITRR Media Kit	1	
	Subtotal		\$9,442.50

ePrinter

917310/U	ePrinter Software Upgrade	1	
	Subtotal		\$0.00

Power ECaTS

P10016/SRV	Power ECaTS service setup fee per PSAP-single RDOM-Server Class	1	
P10129	Tier 4 One year Power ECaTS service contract per PSAP	5	
P10136	One year Power ECaTS access contract per PSAP	5	
	Subtotal		\$27,275.00

Sentry

915100/CD	Sentry Software	1	
915101	Sentry Server Console Kit	1	
E10154	ELM Class 2 System License (Workstation and IP agent)	1	
E10168	ELM Class 1 System License (Server Agent) Upgrade	2	
E10169	ELM Class 2 System License (Workstation & IP Agent) Upgrade	18	
	Subtotal		\$120.00

Power 911 Hardware

914961	IWS Server RACK Bundle - Type B	1		
			Subtotal	\$8,595.00

ePrinter Hardware

914962	IWS Server RACK - Type A	1		
914121/3	IWS Object Server - Underlying Software	1		
P10066	ePrinter Server Cable Kit	1		
			Subtotal	\$4,087.00

Sentry Hardware

914960	IWS Server RACK Bundle - Type A	1		
			Subtotal	\$5,415.00

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1		
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1		
			Subtotal	\$5,200.00

Peripheral Hardware

914514	Color Laser Printer	1		
915109/P	Alarm Panel (includes Power Supply)	1		
600150	Punch Blocks	3		
207-990000-046	25 Pair Ampheno Cable	3		
960103	Network Cabling	26		
914840/1	Modem DSU/CSU (Digital) - 2 units	2		
			Subtotal	\$14,552.79

Staging

950852	Front Room Equipment Staging - Per Position	13	
950853	Back Room Equipment Staging - Per Cabinet	1	
			Subtotal \$5,000.00

Project Survey

950100	Project Survey (per Site)	1	
960575	Living Expense per Day per Person	3	
960580	Travel Fee per Person	1	
			Subtotal \$3,350.00

Installation

950104	Intrado Professional Services (per Day)	12	
960575	Living Expense per Day per Person	18	
960580	Travel Fee per Person	3	
			Subtotal \$25,350.00

Refresher Training

960575	Living Expense per Day per Person	5	
960580	Travel Fee per Person	1	
960780	Power 911 Administrator Training	1	
960801	Power 911 User Training	2	
			Subtotal \$6,750.00

Project Management

950510	Project Management Services	1	
			Subtotal \$18,100.00

TTS Installation

950104	Intrado Professional Services (per Day)	1	
960575	Living Expense per Day per Person	3	
960580	Travel Fee per Person	1	
			Subtotal \$3,350.00

Software Subscription

950999/SUB1	Software Subscription Service - 1 Year/Position	1		
			Subtotal	\$723.00

Software Protection and Remote Tech Support

950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	1		
			Subtotal	\$287.00

Special System Discount

DISCOUNT SVC	One time ITS installation discount	1		
DISCOUNT SYST	System Discount	1		
			Subtotal	(\$13,794.04)

TXT29-1-1

ITXTMR66	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per PSAP-Target Price (11+ seats)	60		
P10064	ITS Service (Monthly)	60		
ITXTOTF6	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP- Target Price (11+ seats)	1		
P10063	ITS Equipment	1		
			Subtotal	\$77,375.00
			Total	\$315,586.00

Notes

1. This quote provides system upgrade to Oconee Co, SC. It is assumed that the site is covered under Software Evergreen contract and therefore no upgrades have been charged to the client for 12 positions; the thirteenth position is new and is charged. Maintenance for the thirteenth position has been quoted to June 30, 2016, so as to align with the existing maintenance term.

Due to the age of the system all IWS Hardware including the VIPER servers have been replaced.

This quote assumes any additional equipment or software not included in the quote which is currently in use and required for continued operation of the system following the upgrade meets Intrado's minimum system requirements and will remain in operation after the system upgrade.

2. The 3rd Party Recorder Interface Kit provides the following:
 - 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
 - 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
 - 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, West Safety Solutions Corp will not be responsible for the support or provisioning of the 3rd party recorder.

3. Sentry fees do not include West Safety Solutions Corp monitoring of the site's performance via the Sentry system.

The Sentry Monitoring System has been configured to monitor all West Safety Solutions, Corp-Provided hardware which has an IP address. This includes, but is not limited to, Servers, workstations, A9C, network switches, routers, etc.

4. ITS provides an alternative to customers that have not purchased our platinum level A9-1-1 Routing Service which provides 9-1-1 calls and signaling over redundant diverse MPLS links between the West Safety Solutions Corp Data Center and the customer facility. The ITS solution establishes a secure VPN between the customer facility and the West Safety Solutions Corp Data Center over a VPN utilizing the customer's Public IP connection.
-

5. The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.
-

6 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where West Safety Solutions Corp's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation.
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required.
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site.
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- West Safety Solutions Corp resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

7 Basic Project Management

This is a limited service designed for partners that have a Project Manager assigned to the project, where West Safety Solutions Corp Project Management supports the activities of the partner Project

Manager. Basic Project Management is provided at 2% of Hardware and Software price to channel partner.

This level of service includes the following:

- Serving as West Safety Solutions Corp single point of contact during project implementation.
- Validating the order against the price quote that was provided by our quotations group.
- Conducting a Line by Line order review with sales and technical staff to ensure solution correctness and follow up change order process as required.
- Develop a project plan and schedule jointly with the partner Project manager.
- Complete a basic Scope of Work (SOW) for inclusion in the partner's comprehensive SOW:
 - Assess project risk jointly with partner Project Manager.
 - Support the effort to gather customer information required for staging (if ordered) the system.
- Ensuring that equipment is shipped per a mutually agreed upon schedule (normal processing is 8 weeks from receipt of order).
- Develop and communicate Communication and Escalation plans.
- Ensuring that Services are provided per a mutually agreed upon schedule:
 - Schedule and coordinate site survey, installation and training resources as purchased.
- Participate in customer kickoff meeting by phone.
- Participate in weekly or bi-weekly customer status meetings by phone.
- Coordinate all West Safety Solutions Corp on site resource activities including customer communication, checklists, resource release, etc.
- Maintain West Safety Solutions Corp issue list during implementation and provide follow up resolution.
- Maintain West Safety Solutions Corp post-cut punch list and provide follow up on resolution.
- Complete project acceptance documentation and handover to service.

This level of service assumes that a partner Project Manager or equivalent personnel will be responsible for scheduling and managing all other activity related to the project.

-
- 8 The Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included. Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to Customer's System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

-
- 9 Software Protection and Remote Technical Support is a coverage requirement with the purchase and ownership of Intrado CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least for a one year

duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate.
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado Software. Customers may then request the new update from Intrado, based on applicability of the release to Customer's System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

10. All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

Terms

SUBMIT P.O. ordermanagement@intrado.com

PRICING All prices are in USD.
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY Quote is valid for **120 Days**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancelable, non-refundable, and non-exchangeable at any time.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	RSDOR	Original	November 27, 2014
2	DRICHMOND	Included all new hardware	December 16, 2014
3	JDILLON	v3 - update backup solution and add 1 (new) position	January 15, 2015
5	JDILLON	v5 - Update number of CIMS and AIMS, Add TXT29-1-1, ECATS and one year of maintenance to base.	September 02, 2015
6	JDILLON	v6 - add switches and KVM	December 10, 2015
7	JDILLON	v7 - update maintenance term	January 06, 2016
8	RSDOR	Quote Refresh	April 27, 2016



OCCONEE COUNTY SHERIFF'S OFFICE
EMERGENCY COMMUNICATIONS / E-911

415 SOUTH PINE STREET
WALHALLA, SC 29691

Mike Crenshaw, Sheriff

Travis C. Tilson, Director

Office: (864) 718.1010

Dispatch: (864) 638.4111

Fax: (864) 638.4434

February 10, 2016

Robyn Courtright, Director
Oconee County Procurement
415 S. Pine Street
Walhalla, SC 29691

Ms. Courtright:

Please accept this letter as a recommendation to name Intrado the sole source provider of the Oconee County 911 System Upgrade in the attached requisition.

Intrado (Positron) is the original equipment vendor for the 911 system in Oconee County. This project is an in-place upgrade to the primary 911 system, which will, in part, enable the ability to receive 911 calls via SMS (cellular phone text messages).

Some telephony equipment will be remaining in place. Therefore, Intrado is the only vendor capable of integrating this VIPER upgrade with the Positron Power911 software while maintaining integrity and compatibility in the system from "end-to-end".

Thank you for your consideration of this recommendation. Please contact me should you have any questions.

Regards,

Travis C. Tilson
Director

Robyn Courtright

From: Travis Tilson <ttilson@oconee-law.com>
Sent: Sunday, July 03, 2016 10:59 AM
To: Robyn Courtright
Subject: Fwd: Completed 2784 v7 - Oconee County, SC 911 (hardware placement) quote refreshed the date
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; image001.png; ATT00003.htm; image002.png; ATT00004.htm; 2784_v8_Direct_Sale_Oconee_Co-SC_System_Upgrade.pdf; ATT00005.htm

Captain Travis C. Tilson
Oconee County Sheriff's Office

Begin forwarded message:

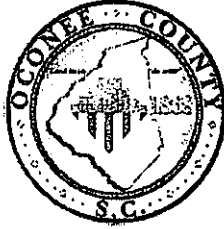
From: "Elvington, Brian" <Brian.Elvington@intrado.com>
Date: July 1, 2016 at 9:31:23 PM EDT
To: Travis Tilson <ttilson@oconee-law.com>
Subject: Completed 2784 v7 - Oconee County, SC 911 (hardware placement) quote refreshed the date

Hi Travis,

This quote is valid 120 days from April 27th which would make this pricing quote valid until August 27th, 2016. Please let me know if you have any questions.

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: May 2, 2016

To: County Council

From: Planning Commission

Re: Recommendations regarding Recycling

During their regular meeting on May 2, 2016, the Planning Commission voted, unanimously, to recommend that County Council:

1. Increase recycling education efforts/programing within school system
2. Improve recycling efforts within Oconee County Administrative Complex and other appropriate Facilities
3. Improve logistics at Convenience Centers
 - o Possible traffic flow improvements
 - o Increase number of recycle bins to ensure collection continues as items are transported from the centers
 - o Review bin replacement procedures with the goal of ensuring centers are 'down' for the shortest amount of time possible
4. Evaluate the role of the municipalities and current relationships between the county and municipalities as they relate to recycling
5. Consider incentives such as a pay-as-you-throw program to help achieve overall recycling goals

Please let me know if you have any questions.

Respectfully,


Joshua A Stephens

	FY 10/11	FY 10/11	FY 10/11	FY 11/12	FY 11/12	FY 11/12	FY 12/13	FY 12/13	FY 12/13	FY 13/14	FY 13/14	FY 13/14	FY 14/15	FY 14/15	FY 14/15
	TONS	REVENUE/LOSS	AVG PRICE/TON	TONS	REVENUE/LOSS	AVG PRICE/TON	TONS	REVENUE/LOSS	AVG PRICE/TON	TONS	REVENUE/LOSS	AVG PRICE/TON	TONS	REVENUE/LOSS	AVG PRICE/TON
ALUMINUM CANS	15.48	\$26,625	\$1,720	13	\$22,952	\$1,766	16.7	\$50,001	\$2,994	16.4	\$26,753	\$1,631	23.8	\$33,316	\$1,400
BATTERIES - Lead Acid	16.16	\$8,226	\$509	9.74	\$5,844	\$600	12.64	\$7,314	\$579	6.92	\$4,152	\$600	6.95	\$4,170	\$600
BATTERIES - Rechargeable	0.61	\$0	\$0	0.64	\$0	\$0	0.7	\$0	\$0	0.92	\$0	\$0	0.78	\$0	\$0
CELL PHONES - # M/YR	N/A	\$385	N/A	N/A	\$275	N/A	0.1	\$296	N/A	0.05	\$148	N/A	N/A	\$153	N/A
CARDBOARD	493.65	\$72,419	\$147	663.59	\$98,736	\$149	556.9	\$64,712	\$116	578.21	\$74,980	\$130	566.83	\$54,111	\$95
CO-MINGLED PLASTIC	119	\$18,324	\$154	85.82	\$19,789	\$231	92.22	\$19,658	\$213	61.89	\$13,114	\$212	77.84	\$11,211	\$144
COOKING OIL	5.56	\$125	\$22	4.8	\$112	\$23	3.42	\$293	\$86	3.02	\$259	\$86	1.3	\$110	\$85
GLASS - BROWN	71.73	\$1,435	\$20	95.74	\$1,915	\$20	75.25	\$1,505	\$20	118.23	\$2,365	\$20	72.16	\$1,227	\$17
GLASS - CLEAR	119.19	\$2,384	\$20	94.97	\$1,899	\$20	142.59	\$2,852	\$20	120.48	\$2,410	\$20	127.39	\$2,238	\$18
GLASS - GREEN	95.27	\$476	\$5	170.71	\$852	\$5	121.08	\$605	\$5	169.57	\$1,230	\$7	124.27	\$249	\$2
PRINTER CARTRIDGES	N/A	\$854	N/A	N/A	\$580	N/A	1.01	\$682	N/A	1.1	\$336	N/A	N/A	\$0	N/A
MIXED PAPER	517.81	\$60,134	\$116	656.72	\$71,766	\$109	545.38	\$38,384	\$70	541.3	\$33,045	\$61	573.34	\$31,454	\$55
NEWSPAPER	123.09	\$13,697	\$111	233.72	\$27,648	\$118	178.54	\$14,391	\$81	185.89	\$13,012	\$70	154.33	\$9,772	\$63
USED OIL @ 7 lbs / gal	81.28	\$18,119	\$223	68.31	\$19,192	\$281	55.68	\$11,137	\$200	56.11	\$13,629	\$243	55	\$12,138	\$221
SCRAP METAL -(2,240 lbs GT)	722.72	\$164,587	\$228	489.57	\$131,944	\$270	423.08	\$86,699	\$205	777.24	\$147,606	\$190	339.44	\$51,808	\$153
TOTALS	2,381.55	\$387,790	\$163	2,587.33	\$403,504	\$156	2,225.29	\$298,528	\$134	2,636.41	\$333,038	\$126	2,122.71	\$211,957	\$100

TIRES / TON	314.23	-\$31,744	-\$101	289.44	-\$29,675	-\$103	244.97	-\$25,316	-\$103	258.61	-\$21,206	-\$82	317.01	-\$26,145	-\$82
TIRE REIMBURSEMENT AND FEES		\$32,502			\$30,341			\$28,731			\$30,875			\$32,160	
	NET	\$757		NET	\$666		NET	\$3,415		NET	\$9,668		NET	\$6,015	

85% Recycling Proposal

Wayne McCall, Council District II

June 2016

History

Problem: We throw out trash & garbage daily – now what to do?

- Burning is also not solving the problem, only adding to it.
- Continued sending of our garbage to Georgia is not the answer and continuing to do so is at what cost?
- There are NO simple answers
- Another study is not the answer – we need to do something now

Has it ever occurred to us that the contractor hauling off garbage is not doing this because they like us? They are making money so we are paying for our lack of a plan and the costs will only go up.

Will we make money increasing our recycling?

No not at first; later some lines will but these will be offset by others that will not.

Remember there is nothing that a big tax hike can fix.

We don't need to sit back and look at spending big money.

We need to start small with what we've got.

We need to use our existing resources first.

EXAMPLE: We could lift and pump a boat sunk with two cranes we own or go and buy a 2,500 ton Mathowic rigger on a barge for \$11.3 million and cry we lost money on the job.

Why am I passionate about this issue?

The problem is really bad and we are in deep water and sinking fast.

This is not only a county problem but one for industry as well.

We need to turn garbage into products for sale.

Reuse is the plan.

~ ~ ~ Design & Use Key Not Shown ~ ~ ~

Problems/Solutions/Costs

<u>PROBLEM</u>	<u>SOLUTION</u>	<u>COST</u>
Manned Convenience Centers [MCC] cycle time to change dumpsters [loss of time and truck ware]	Use spliced cable to pull dumpster forward of truck - reduces truck ware and time lost	Free
Traffic Backup	Add pull through ramp [dirt & rock from crusher]	Cost of labor, dirt & gravel only
Containers fill up then the citizens throw recyclables into household garbage	Center employees call ahead to switch out of containers. Solid Waste already have a spare box ready to go at all times	None – Planning Required
MCC's need help while clerks are assisting citizens to keep recyclables out of household trash	Use Community Service sentenced citizens and/or inmates to watch and assist to divert all recycles to correct containers	<ul style="list-style-type: none"> • Transportation of Inmates • Established fees for Community Service Citizens
Administrative Changes on how department is run		Free
Glass now has no value – other counties can't get rid of theirs either	Grind and melt to media for polishing or sandblasting. Oconee could be one of the largest producers of this type of media.	Not Shown at this time.
Baby Diapers – Styrofoam – food what to do with	Grind and flash burn for potting soil	Not Shown at this time.
Wood thrown in C&D Landfill	Redirect to grind for mulch or wood chips for fuel. Santee Cooper will work to process any fuel.	Not Shown at this time.
Equipment costs expensive	Utilize Government Surplus and not purchase new	Reduced annual budget
Expensive labor costs	For special projects use Community Service sentenced citizens	Established fees for Community Service Citizens
Public perception that garbage is not a big problem	Enhance citizen education and cooperate with School District to have increased recycling education in the schools so that students go home and make recycling a priority	<ul style="list-style-type: none"> • Advertising Costs • Printing Costs • Education material Costs
Medical Waste in garbage	Separate at source and burn	Not identified at this time.

Source of Garbage

	Household Garbage	Commercial Garbage	Industrial Garbage
Disposal of Garbage Control of Garbage	100% to MCC	Tipping Fees Private Dump 100% Control if County Center Used	Tipping Fees Private Dump 100% Control if County Center Used
How do we handle?	<ul style="list-style-type: none"> • 85% Recycling • 100% Pay as you Throw 	<ul style="list-style-type: none"> • Increase Tipping Fees • Joint Venture 	<ul style="list-style-type: none"> • Increase Tipping Fees • Joint Venture

85% Recycling Plan

1. Tires [This is one example of a product]
 - Salvage steel
 - Chunk Rubber
 - Crumb Rubber
 - Playgrounds
 - Road Beds
 - 400 Mesh
 - Fillers for Plastic
 - Fuel – burns like #6 oil
1. Revamp Intake at C&D Landfill – Separate and recycle before allowed to dump
 - Wall Board – hammer mill and sell as lime
 - Wood Grind Magnet separate and sell as chip for mulch or fuel
 - Furniture – have Charities screen for re-use before dumping
 - Waterbeds Mattresses, & Box Springs – grind and separate material – can be used for fuel
2. Make MCC's Pull Through
 - Enhance Recycling Sorting Areas
 - Additional MCC staffing assistance
3. Industry wants to make a bigger profit so we need partnerships for disposal and hauling of garbage which is a good solution for us and the industries.

Stop wasting money on additional studies and/or consultants.

This will save the tax payer's money.

Recycling will make some money.

We will break even balance between reuse versus hauling and tipping fees.

Concern if the landfill our hauler uses closes – we have no backup plan.

If we don't change our ways we will drown in our own garbage.

Additional Suggestions

1. Partner with China and Asia to showcase equipment
2. Remember if we only make \$1 on 10,000 pounds - we save hauling and tipping fees estimated at \$1,000 or greater per load
3. Look for Government Grants for funding assistance

Is any of this an easy answer?

No, but it does require us to stop talking and do something.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	DESTINATION OCOONEE	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Evans, Kevin	1							X			November 2015
Greene, Darlene	1					X	X	X		X	October 2015
Heller, Andy	1					X	X	X		X	July 2015
Houston, Joanne	1					X	X	X		X	November 2015
Lyle, David	1	Yes						X			November 2015
Washburn, Catherine	1						X				December 2015
Wise, Rebecca	2							X			November 2015
VanArk, Shamra	3							X			August 2015
Butts, William	4							AG		AG	July 2016
Dean, Barbara	4							X			November 2015
Gorman, Janet	4								X		June 2016
Morrison, Chanda	4	Yes						X			November 2015
Nicholson, Brad	4							X			December 2015
Ramey, Donald	5	Yes					X	X		X	December 2015

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Areas of Interest <small>[please check one or more categories and/or specific board or commission.]</small>	Board / Commissions Applicable to Interests
AERONAUTICS	Aeronautics Commission
PUBLIC SAFETY; HEALTH & WELFARE	Anderson-Oconee Behavioral Health Services Commission
REGULATORY	Building Codes Appeal Board Board of Zoning Appeals
PLANNING	** Agricultural Advisory Board [email Clerk for membership requirements] Board of Zoning Appeals Capital Projects Advisory Committee Conservation Bank Board Planning Commission Scenic Highway Committee
EDUCATION	Arts & Historical Commission Library Board
TOURISM & RECREATION	** Agricultural Advisory Board [email Clerk for membership requirements] Arts & Historical Commission Destination Oconee Action Plan Committee Parks, Recreation & Tourism Commission Scenic Highway Committee

** specific criteria have been established for this board - email brhuse@oconeesc.com to request a copy of the ordinance.



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Carmick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter	2015-2018	2013-2016		
							2015-2018	2013-2016	2015-2018	2013-2016	2015-2016			2015-2018	2013-2016
							District I	District II	District III	District IV	District V			At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Dan Schmeidt [2]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES		OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Meredith LaCour [1]	Mariam Nooral [1]	Barbara Waters [2]	H. Richardson [2]	Shawn Johnson [1]	Jean Dobson [2]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bel Guster [1]	Marty McKee [1]	John Menzies [1]	Berry Nichols [2]	Charles Morgan [1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tollison [2]				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Robert Davis [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Bill Smith [1]		
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle	Al Shadwick	Kate Smith	Bob Hill	Robert Moore	Hal Welch		
PRT Commission (members up for reappointment due to trial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailles [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35/18 1	0 - 6	YES	2X	YES	Jan - March	Daniel Day [2], L. Martin [1], B. Hetherington [1], H. McPheters [1], A. Champion [1], K. Holleman [1]				William Caster [2], Maria Jacobson [1], Marie McMahan [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	OPEN	Ryan Honea	Gwen McPhail	Mike Johnson		
Anderson-Ocoee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louis Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open								
Capital Project Advisory Committee	2-391	CC, PC, 2 @ Lg.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence, Planning Commission G. McPhail [1]					Lisa Bisuel [1-6/16]	Frankie Pearson [2]		
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ten At The Top (TATT)				NO	NO	January	Council Representative Appointed Annually								
ACOG BOD				N/A	NO	January	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[#] - denotes term. [1,2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
June 28, 2016

Economic Development:

Mr. Blackwell addressed the Committee discussing the following topics:

- o OEA Activities Update:
 - Economic Development Efforts
 - May 2016 Unemployment Rate
 - Labor Participation
- o Made in Oconee Video
- o OEA Development Update:
 - Baxter / Hi Tech
 - Hartwell Village / Casto Project
 - Deep South Defense
 - Oconee Industry & Technology Park [OITP] Trees

Mr. Blackwell addressed the Committee requesting consideration of approval for a road project at the Seneca Rail Park. He outlined the scope of the project, proposed improvements and the Santee Cooper Site Readiness Grant [including partnerships with SC Power Team, Oconee C-Funds Committee and Blue Ridge Electric].

Mr. Blackwell recommended funding Oconee County's portion as follows noting no monies would be required from the General Fund:

Santee Cooper Grant	\$ 355,000
C Funds	\$ 70,000
Blue Ridge Electric Coop	\$ 100,000
Oconee County Portion:	
Timber Sales from OITP	\$ 120,000
Site Certification Reimbursement	\$ 60,000
OEA Contribution	<u>\$ Balance Needed</u>
	\$ 710,000

MOTION TO AFFIRM COMMITTEES RECOMMENDATION TO direct the OEA Director to move forward with the road construction project as outlined in the presentation.

Planning / Community Development Update

Mr. Stephens addressed the Committee and discussed the following topics:

- o Building Permits
- o Planning & Zoning
- o Comprehensive Plan
- o Community Development
- o Strategic Planning
 - Keowee-Toxaway Project Relicensing
 - Air Quality
 - Flood Maps



NOTES
LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH &
WELFARE COMMITTEE MEETING
June 28, 2016

Paid Inmate Labor / Sheriff Mike Crenshaw

Sheriff Crenshaw addressed the committee discussing why Oconee County might consider paying for state inmate labor:

- current sentencing guidelines
- other counties practices
- benefits to Oconee County to transfer inmates with specific labor skills, etc.

Sheriff Crenshaw recommended the Committee consider recommending to Council \$2-3 per day pay range for state inmates. Discussion followed:

- have the Delegation work with the SC Department of Corrections [SCDOC] establish a set pricing structure
- potential state reimbursement for housing state inmates
- cost benefit ratio to utilize state inmates

Sheriff Crenshaw addressed Oconee County citizens sentenced to community service for nonpayment of child support to be utilized to reduce their child support arrearages. He noted that he has discussed the possibility of this program with the Family Court Judge and Mr. Blake Taylor, SCDOC, who both concurred with the proposed program. Sheriff Crenshaw noted that he has not yet discussed this program with the county attorney.

**MOTION TO AFFIRM COMMITTEES
RECOMMENDATION TO move forward with the program where
citizens sentenced to community service are offered work through the
Sheriff's Office with any payments going toward their child support
arrearages.**

**MOTION TO AFFIRM COMMITTEES
RECOMMENDATION TO ask the Sheriff to complete his study of
other counties funding for state inmate labor and to report back to
full Council for their consideration in potentially funding a program
in Oconee County.**

Oconee Humane Society Spay/Neuter Assistance Program [SNAC] Program Update / Sheriff Mike Crenshaw

Sheriff Crenshaw addressed the committee highlighting the success of the Humane Society's SNAC program

- adoptions have increased by 60% over five years
- intakes have decreased during the same period

Fire Boats on Lakes

Chief Charlie King addressed the Committee noting:

- two new boats will be in service [one on Keowee and the other on Jocassee] by mid October 2016
- work is ongoing on two of the current boats to repower them
- an additional tow vehicle has been purchased with the assistance of the Vehicle Maintenance Department
- continued training is taking place for quick response dive responses which has reduced the recovery time to +/- 40 minutes

Mr. Dexter questioned why locate the new boats on Keowee and Jocassee. Chief King noted that the largest gaps in service areas existed on these two lakes and that a permanent location to keep a boat in the water on Hartwell has not yet been identified.

Recycling Plan

Mr. Thrift requested that Mr. McCall provide his recycling plan in order that all Council members may have sufficient time to study the plan prior to Council discussion at an upcoming meeting.

Mr. McCall stated he would provide his hand written plan to the Clerk for transcribing.



NOTES

TRANSPORTATION COMMITTEE MEETING

July 12, 2016

Rudimentary Road Program / Minimum Maintenance Road Program

Mr. Kelly addressed the Committee utilizing a handout "Citizen Guide to Rudimentary Road Program Process".

Update re: Citizen Request regarding Vickery Road

Mr. Kelly and Mr. Moulder noted that the developer has abandoned their desire to access their proposed subdivision off Vickery Road and will create their entrance off Crooked Crook Road instead.

Update re: Honey Road Citizen Concerns

Mr. Kelly outlined recent Sheriff's Department activities to address speeding concerns.

Department Activity Update:

Mr. Kelly outlined the department activity and special projects to include:

- Preventative Maintenance Crack Fill & Seal
- South Cove Water Feature
- Mauldin Mill Bridge Project
- Whetstone Fire Substation
- Brown Farm Road

Brown Farm Road

Discussions took place regarding this road project with Mr. David Hubbard, Owner Hubbard Paving, Ms. Christi Hubbard, Treasurer Hubbard Paving & Oconee County Auditor, and staff.

After discussion, Mr. Thrift directed as Chair that a member of the Committee should meet with Mr. Moulder, Mr. Root and Mr. & Mrs. Hubbard to discuss in length concerns regarding this paving project. Mr. McCall volunteered to be the Committee representative at this meeting. This matter will be placed on the next Transportation Committee agenda for any follow up needed.